IN THE SUPREME COURT OF THE STATE OF NEVADA

TAHICAN, LLC, Petitioner, vs. THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK; AND THE HONORABLE KATHLEEN E. DELANEY, Respondents, and MAX JOLY, PATRICIA JOLY, JEAN FRANCOIS RIGOLLET, LE MACARON, LLC and BYDOO, LLC, Real Parties in Interest.	Case No. 84352 Dist. Court Case No. A-16-734832-C

REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S APPENDIX – VOLUME I

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ALPHABETICAL INDEX OF REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S APPENDIX – VOLUME I

No.	Date	Document	Vol.	Bates No.
9	12/28/2015	Agreement Between Jean Francois Rigollet and Boris Jakubczack	I	RP123
5	06/01/2015	Amendment to LLC Operating Agreement Le Macaron, LLC	I	RP040
11	03/01/2016	Amendment to LLC Operating Agreement Tahican, LLC	II	RP145
1	09/03/2021	Declaration of Max Joly	I	RP001-RP004
3	02/11/2015	E-Mail Correspondence	I	RP032-RP039
6	09/25/2015	LLC Membership Purchase Agreement	I	RP068-RP070
16	03/08/2022	Notice of Entry of Order Denying the Entity Defendants/Counter-Claimants' Motion for Reconsideration	II	RP206-RP217
15	12/14/2021	Notice of Entry of Order Granting in Part and Denying in Part Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and Counter-	II	RP171-RP205

		Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims		
14	03/08/2022	Notice of Entry of Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	RP156-RP170
13	12/11/2018	Notice of Entry of November 27, 2018 Order	II	RP149-RP155
7	04/04/2011	Operating Agreement of Bydoo	I	RP071-RP095
2	07/09/2014	Operating Agreement of Le Macaron	I	RP005-RP031
4	07/09/2014	Operating Agreement of Le Macaron	I	RP041-RP067
8	04/01/2011	Operating Agreement of Tahican	I	RP096-RP122
12	02/01/2021	Purchase and Transfer Agreements	II	RP146-RP148
10	01/12/2016	Quitclaim Deeds	I	RP124-RP144

CHRONOLOGICAL INDEX OF REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S APPENDIX– VOLUME I

No.	Date	Document	Vol.	Bates No.
7	04/04/2011	Operating Agreement of Bydoo	I	RP071-RP095
8	04/01/2011	Operating Agreement of Tahican	I	RP096-RP122
2	07/09/2014	Operating Agreement of Le Macaron	I	RP005-RP031
4	07/09/2014	Operating Agreement of Le Macaron	I	RP041-RP067
3	02/11/2015	E-Mail Correspondence	I	RP032-RP039
5	06/01/2015	Amendment to LLC Operating Agreement Le Macaron, LLC	I	RP040
6	09/25/2015	LLC Membership Purchase Agreement	I	RP068-RP070
9	12/28/2015	Agreement Between Jean Francois Rigollet and Boris Jakubczack	I	RP123
10	01/12/2016	Quitclaim Deeds	I	RP124-RP144
11	03/01/2016	Amendment to LLC Operating Agreement Tahican, LLC	II	RP145

13	12/11/2018	Notice of Entry of November 27, 2018 Order	II	RP149-RP155
12	02/01/2021	Purchase and Transfer Agreements	II	RP146-RP148
1	09/03/2021	Declaration of Max Joly	I	RP001-RP004
15	12/14/2021	Notice of Entry of Order Granting in Part and Denying in Part Plaintiff Max Joly's Motion for Summary Judgment and Plaintiff/Counter-Defendant Max Joly and Counter-Defendant Patricia Joly's Motion for Summary Judgment Against Counter-Claimants' Counter-Claims	II	RP171-RP205
16	03/08/2022	Notice of Entry of Order Denying the Entity Defendants/Counter-Claimants' Motion for Reconsideration	II	RP206-RP217
14	03/08/2022	Notice of Entry of Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	RP156-RP170

DATED: May 4th, 2022

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By: _____/s/ Logan G. Willson, Esq._____

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Attorneys for Max Joly and Patricia Joy

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On May 4, 2022, I caused to be served a true and correct copy of the foregoing **REAL PARTIES IN INTEREST MAX JOLY AND PATRICIA JOLY'S APPENDIX – VOLUME I** upon the following by the method indicated:

☒ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below:

Judge Kathleen Delaney
Department 25
Eighth Judicial District Court
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
CORY READE DOWS AND SHAFER
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Attorneys for Petitioner Tahican LLC

/s/ Misty Janati
An Employee of JENNINGS & FULTON, LTD.

EXHIBIT 1

DECLARATION OF MAX JOLY IN SUPPORT OF MOTIONS FOR SUMMARY JUDGMENT

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Max Joly, do hereby swear under penalty of perjury that the following assertions are true and correct to the best of my knowledge and belief:

1. I am the Plaintiff/Counter-Defendant in this matter. I have personal knowledge of the facts contained herein and I am competent to testify to these facts.

2. I have lived in Switzerland at all times relevant to this litigation.

3. Prior to seeing an advertisement for Le Macaron bakery franchises, I never had any prior relationship with the franchisor, Le Macaron Development, LLC. Specifically, I never had any prior relationship, personal or business, with Bernard Guillem or Rosalie Guillem.

4. I met the franchisor, Rosalie Guillem of Le Macaron Development, LLC, for the first time with Jean Francois Rigollet ("Mr. Rigollet"). Mr. Rigollet practiced as a notary study in France, with a license to practice law, and I had no formal legal training or education.

5. The drafting and executing of all legal documents, including the operating agreements, were drafted by Boris Jakubczack at the instruction of Mr. Rigollet. I met Boris through Mr. Rigollet.

6. Prior to Le Macaron being operational and finalizing the franchisee documents with the franchisor, I entered into the Operating Agreement of Le Macaron on July 12, 2014 ("First Operating Agreement"). *See* Exhibit 4.

7. Article II of the First Operating Agreement identified ownership as follows: Bydoo LLC 50%, Max Joly 25%, and Patricia Joly 25%. *Id.*

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8. However, Le Macaron never became operational with this ownership percentage. In fact, Patricia could not be an owner due to visa related issues.

9. The franchisor was specifically informed of this, as was Mr. Rigollet and Boris. *See* Exhibit 5.

10. To the best of my knowledge, shares were never issued by Le Macaron, the only ownership identified is contained within each operating agreement.

11. Thus, when the ownership percentages were modified in any operating agreement, no additional change of ownership or transfer of shares document was executed as only the various operating agreements identified ownership percentages.

12. While I consider my property and finances equally my Patricia's, Patricia was never a member of Le Macaron, LLC when it became operational.

13. During this time, my wife was diagnosed with cancer and surgeries were performed in June 2015 and September 2015, which resulted in an amputation.

14. To the best of my ability, I am accurately translating the email correspondence below from French to English between Boris and I.

15. On March 18, 2015, I e-mailed Boris confirming that I would be the only manager of Le Macaron, LLC. *See* Exhibit 15.

16. I also requested Boris to ask the Nevada notary if they would only accept Mr. Rigollet's signature on the Operating Agreement of Le Macaron, LLC. *Id.*

17. On March 19, 2015, Boris responded and informed me that he met with the Nevada notary on March 18, 2015 and that the notary informed Boris that I could sign the Operating Agreement and have it notarized without being present with the notary. *Id.*

18. Boris further stated that he would be with Mr. Rigollet in the morning and that Boris would send me the Operating Agreement of Le Macaron, LLC. *Id.*

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19. Boris also informed me that he would make changes to the Nevada Secretary of State documents for Le Macaron, LLC. *Id.*

20. On March 20, 2015, I signed the Operating Agreement of Le Macaron LLC between Bydoo, LLC and myself ("Second Operating Agreement"). *See* Exhibit 6. The Second Operating Agreement was dated July 9, 2014 in the heading, similar to the prior one.

21. On March 20, 2015, I signed the Second Operating Agreement of Le Macaron LLC between Bydoo, LLC and myself.

22. I had 51% ownership interest and Bydoo, LLC had 49% ownership interest, however, Mr. Rigollet and I conducted business as if we were 50/50 partners in Le Macaron.

23. As only the First Operating Agreement and the Second Operating Agreement identified the amount of ownership, no transfer of shares document was executed because shares were not issued by anything other than the First Operating Agreement and the Second Operating Agreement.

24. In June of 2015, I executed a subsequent operating agreement reducing my ownership share in Le Macaron, LLC to 50% and increasing Bydoo, LLC's ownership share to 50% ("Third Operating Agreement"). *See* Exhibit 7. Once again, no transfer of shares was executed as the various operating agreements were the only documents identifying ownership interests.

25. I invested approximately $450,000.00 into Le Macaron, LLC.

26. Mr. Rigollet was also supposed to contribute $450,000.00. Every time I requested to see the financial records of Le Macaron to confirm Rigollet's investment, Mr. Rigollet always found an excuse not to provide me with the financial records of Le

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Macaron.

27. On September 29, 2015, Bydoo, LLC and I executed the LLC Membership Purchase Agreement wherein Bydoo, LLC agreed to pay me the principal sum of $360,000.00 secured by Bydoo's properties. *See* Exhibit 8.

28. I did not have any involvement in the drafting of the LLC Membership Purchase Agreement and only recommended minor modifications.

29. To date, I have not received a single payment.

30. I was not aware of any prior criminal matters related to Mr. Guillem and was informed by Mr. Rigollet of his alleged prior criminal history.

31. I was never aware of the financial status of the franchisor and any other franchise of Le Macaron. I did not invest into the Galleria Location and the Venetian Location under the premise that they would fail.

32. Due to health and safety concerns regarding COVID-19, I hereby execute this declaration with my e-signature.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: September 3, 2021

/s/ Max Joly
Max Joly

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EXHIBIT 2

THE OPERATING AGREEMENT OF

LE MACARON LLC

THIS OPERATING AGREEMENT ("Agreement") dated this 9st day of July 2014, is made by BYDOO LLC, MAX JOLY and PATRICIA JOLY, for the purpose of creating the Operating Agreement of LE MACARON LLC, a Nevada limited-liability company. The parties to this Agreement are sometimes referred to hereinafter collectively as the "Member" or "Members", as the case may be. In addition, this Agreement is entered into by JEAN-FRANCOIS RIGOLLET AND MAX JOLY, as Managers of the Limited Liability Company.

WITNESSETH:

NOW THEREFORE, with the full acknowledgement of the facts as recited herein and in consideration of the mutual promises of the Members hereto, one to another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

Section 1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become Member(s) and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the limited purposes and scope set forth herein below.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Limited Liability Company as specified herein shall be construed in accordance with N.R.S. 86.010, *et. seq.*

(c) LE MACARON LLC is a Nevada limited-liability company formed pursuant to N.R.S. Chapter 86, Title 7. The assets of LE MACARON LLC are separate and distinct from the assets of any other limited-liability Company created in connection with LE MACARON LLC. The debts and liabilities of this Company are enforceable against the assets of LE MACARON LLC only. The debts and liabilities are not enforceable against any other series or limited-liability Company in connection with LE MACARON LLC.

Section 1.2 Name of Limited Liability Company. The Limited Liability Company's business shall be conducted solely under the name of the LE MACARON LLC, (hereinafter referred to as "Company").

Section 1.3 Purposes and Scope of the Limited Liability Company.

(a) The purposes of the Company are to manage, buy, sell and otherwise deal with any and all investments and properties in whatever manner the Members shall choose. The Members further agree to acquire and have the Company manage all the appurtenant rights, easements and interests in any real property, and such activities as may be incidental thereto, and such other related business as may be agreed upon by the Members. The specifications of a particular type of business herein shall not be deemed a limitation on the general powers of the Company. The Company may own such assets as may be necessary to conduct the Company's business and may engage in any other activities or business incidental or related to furthering its general purpose.

(b) No Member shall have any authority to act for or to assume any obligations or responsibility on behalf of any other Member or the Company.

Section 1.4 Articles of Organization. Concurrently with, or prior to, the execution of this Agreement, Articles of Organization shall be filed with the Secretary of State. The Articles of Organization have been or shall be recorded in the office of the Secretary of State of the State of Nevada. The Manager agrees to execute, acknowledge, file record and/or publish as necessary, such amendments to said Articles of Organization as may be required by this Agreement or by law and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

Section 1.5 Principal Place of Business. The principal office and place of business of the Company shall be at 2003 SMOKETREE VILLAGE CR. HENDERSON, 89012, or at such other place as the Members shall from time to time determine.

Section 1.6 Term of Company. The Company shall begin on the day the Articles of Organization are filed with the Secretary of State and shall have a perpetual existence or until terminated pursuant to the terms and conditions of this Agreement.

Section 1.7 Definitions - General. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means Chapter 86 of the Nevada Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Contribution" means, as of any day, a Member's Capital Contributions reduced by the sum of (i) any liabilities of such Member that are assumed by the Company (at any time) or that are secured by any property contributed to the Company (at the time of such contribution) by such Person and, (ii) the aggregate distributions to such Member. In the event any Member transfers all or any portion of its interest in accordance with the terms of this Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred interest.

(c) "Capital Account" means, with respect to any Member a capital account maintained as follows:

(1) By increasing such account with:

(A) such Member's Capital Contributions,

(B) the distributive share of Profits and any items of or in the nature of income or gain that are allocated to such Member, and

(C) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member, and

(2) By decreasing such account with:

(A) the amount of any cash (not including decreases in such Member's share of Company liabilities pursuant to Section 752(b) of the Code) and the Gross Asset Value of any other Company Property distributed to such Member pursuant to any provision of this Agreement,

(B) the distributive share of Losses and any items of or in the nature of expenses or losses that are allocated to such Member, and

(C) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed to the Company by such Member.

Immediately prior to liquidation of the Company, capital accounts shall be adjusted as necessary to reflect the fair market value of assets to be distributed among the Members.

For purposes of this Section, liabilities are considered assumed only to the extent the assuming party is thereby subjected to personal liability with respect to such obligation, the oblige is aware of the assumption and can directly enforce the assuming party's obligation, and as between the assuming party and the party from whom the liability is assumed, the assuming party is ultimately liable.

In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that such Capital Account related to the transferred interest.

(d) "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest held by such Member. For purposes of this Section, money contributed to the Company does not include increases in any Member's share of Company liabilities pursuant to Section 752(a) of the Code.

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(f) "Company" means the Company.

(g) "Company Property" means all real and personal property acquired by or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

(h) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period.

(i) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member(s), as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member of more than a de minimis amount of the Member's Capital Account if the Member(s) reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Member(s) in the Company.

(j) "Manager" means a person elected by the Members of the Company to manage the Company.

(k) "Member" means any person, or entity whose name is set forth in the first paragraph of this Agreement as a Member or who has been admitted as an additional or Substituted Member pursuant to the terms of this Agreement. "Members" means all such persons or entities. All references in this Agreement to a majority in interest or a specified percentage of the Members shall mean Members holding more than 50% or such specified percentage, respectively, of the interest then held by Members.

(l) "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

(m) "Net Cash From Sales or Refinancing" means the net cash proceeds from all sales or other dispositions (other than in the ordinary course of business) and all refinancing of Company Property less any portion thereof used to establish reserves, all as determined by the Manager. "Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company Property.

(n) "Person" means any individual, partnership, corporation, trust or other entity.

(o) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustment: any income of the Company that is exempt

from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(p) "Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(q) "Units" means the share of interest in the Company as defined in Section 2.2 hereof.

ARTICLE II

CAPITALIZATION AND FINANCING OF THE COMPANY

Section 2.1 Capital Contribution.

(a) Initial Capital Contribution. The initial capital contributions and percentage interests shall be as follows:

MEMBER(S):	PERCENTAGE INTEREST:	UNITS:
BYDOO LLC	50%	500
MAX JOLY	25%	250
PATRICIA JOLY	25%	250

***All as joint tenants with rights of survivorship**

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Members. The interests of the Members in the capital originally contributed are the same as listed above.

(b) Call for Additional Capital Contributions. The Manager will have the authority to ask (but not require) the Members to contribute additional capital when:

(1) additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service for any amounts borrowed by the Company; insurance and tax, payments; the cost of acquiring, maintaining and selling property of the Company; and

(2) the calls for capital are not discriminatory, that is, when all Members are permitted to contribute capital to the extent of each Member's percentage interest in the Company. A Member will not be obligated to contribute additional capital. The Manager will have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 days from the date a call is made.

(c) Withdrawals of Capital. No Member may withdraw any part of its capital contribution or receive any distributions from the Company except upon dissolution of the Company and

as specifically provided by this Agreement.

(d) Loans to Company. No Member shall lend or advance money to or for the Company's benefit without the written approval of a majority of the other Members. If any Member, with the written consent of a majority of the other Members, lends money to the Company in addition to its contribution to Company capital, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be approved in writing by the Members. The liability shall not be regarded as an increase of the lending Member's capital, and it shall not entitle it to any increased share of the Company's net income, distributions or voting rights.

Section 2.2 Units in the Company. Each Member shall be issued by the Company the number of Units stated in Section 2.1(a) above. Thereafter, each Member who makes an additional capital contribution to the Company shall be issued additional Units by the Company, based upon the fair market value of the property contributed and the per Unit fair market value of the Company at the time of the additional contribution. Fair market value shall be determined in the sole discretion of the Manager. The Company shall have the power to issue any number of Company Units as necessary to give effect to this Section 2.2. Company Units and Percentage interests of each Member shall be set forth in attached Schedule A.

ARTICLE III

PROFITS AND LOSSES; DISTRIBUTIONS; DRAWING ACCOUNTS

Section 3.1 Interest in Profits and Losses. The Company's profits and losses shall be allocated among the Members in proportion to their respective Company percentage interests.

Section 3.2 Determination of Net Income and Net Losses. The Company's profits or losses for each fiscal year shall be determined as soon as practicable after the close of that fiscal year.

Section 3.3 Tax Status, Allocations and Reports.

(a) Unless otherwise agreed upon by the Members, the Company shall, for tax purposes, utilize the method of depreciation which will result in the greatest amount of deduction in each year.

(b) The Manager shall prepare, or cause to be prepared, all tax returns which must be filed on behalf of the Company with any taxing authority and make timely filing thereof. The cost thereof shall be borne by the Company.

(c) For accounting and federal and state income tax purposes, all income, deductions, credits, gains and losses of the Company shall be allocated to the Members in proportion to their respective Membership percentage interest. Any item stipulated to be a Company expense under the terms of this Agreement, or which would be so treated in accordance with generally accepted accounting principles, shall be treated as a Company expense for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

(d) In the event that the Company has taxable income that is characterized as ordinary income

under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recaptured income equal to the Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(c) The Members agree that amortization of any intangibles will be based on the tax basis of the contributions.

Section 3.4 Tax Allocations : Code section 704(c). In accordance with Code Section 704(c) and the Regulations there under, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company.

In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations there under.

Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Notwithstanding the preceding allocations, and to the extent the Manager deems it necessary to insure that the Operating Agreement and the allocations there under meet the requirements of the Code and the allocation regulations, allocations of the following type and in the following priority will be made to the appropriate Members in the necessary and required amounts as set forth in the Regulations before any other allocations under this Article III.

(a) Member nonrecourse debt minimum gain chargeback under the Regulations;
(b) In the event any Members unexpectedly receive any adjustments, allocations, or distributions described in various Regulations sections, items of Company income and gain to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance amounts Members are obligated to restore under this Agreement.)

(c) Member nonrecourse deductions under Regulations Section 1 .704-2(i) which will in all cases be allocated to the Member which bears the economic risk of loss for the indebtedness to which such deductions are attributable.

Section 3.5 Code Section 754Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1 .704- 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

Section 3.6 Company Expenses. All legal fees (except legal fees and expenses incurred by each

Member individually in connection with the formation and organization of the Company) architectural, engineering, consulting and other similar fees and expenses reasonably incurred by the Manager in connection with the operation of the Company shall be deemed Company expenses and shall be reimbursed out of Company funds when such expenses and fees have been approved by the Manager.

Section 3.7 Net Cash From Sales or Refinancing. Except as otherwise provided in this Agreement, Net Cash From Sales or Refinancing shall be distributed, at such times as the Manager may determine, to the Members in proportion to their Company membership percentage interests.

Section 3.8 Cash Distribution to Members.

(a) The term "distributable funds" shall mean the amount by which the total of the cash on hand and in the Company's bank accounts (excluding net cash derived from sales or refinancing) is in excess of the reasonable cash requirements and repair and replacement reserves of the Company. The cash requirements shall include, but not be limited to, the amounts reasonably (in accordance with generally accepted accounting procedures) required for taxes, insurance premiums, debt service and other expenses of the Company. In addition, reasonable cash requirements shall include reserves for future acquisitions and development of real estate and other Company business and investment interests.

(b) The Company's distributable funds shall he determined and distributed at such times as the Manager may in its sole discretion determine that funds are available and earnings may be retained by the Company and transferred to Company Capital for the reasonable needs of the business as determined in the sole discretion of the Manager. Any distributions shall be in the following order of priorities:

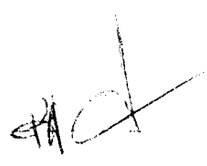
(1) To Member(s) in proportionate amounts sufficient to cover taxes owed by the Members as a result of the income and operations of the Company, in making this distribution the highest income tax rate for married individuals filing jointly shall be assumed for each Member.

(2) To make payments on any outstanding loans by any Member to the Company in accordance with the terms of said loans.

(3) Finally, any remaining distributable funds shall be given to each Member according to his Capital Account balance.

Section 3.9 Taxation Classification of company. The Company shall be presumed to be taxed as a partnership pursuant to income tax regulations §~ 301 .7701 1 through 301 770 1 -3. However, should the Company, pursuant to N.R.S. 86. 151, be organized or exist with one member, the partnership tax provisions as set forth in this agreement shall be suspended and the Company shall be presumed to be taxed as a sole proprietorship, if a one member Company ever adds another member to the Company the provisions in this agreement relating to partnership taxation shall thereupon be reinstated.

Notwithstanding the foregoing, in the event an election is in effect to have the Company taxed as an S corporation under Code Section 1 361, all provisions of this Agreement that are intended to comply with partnership tax treatment shall be disregarded and all distributions, current or liquidating, shall be made to the Members in proportion to their respective Company percentage interests so as to comply with the one class of stock requirement of Code Section 1361.



ARTICLEL IV

LIMITED LIABILITY COMPANY ACCOUNTING and MEETINGS

Section 4.1 Fiscal Year; Accounting Method. The Company's 'fiscal year shall be from January 1 to December 31, and income or losses shall be reported on a cash basis for tax purposes.

Section 4.2 Company Books.

(a) Proper and complete books of account of the Company business shall be kept at the Company's principal place of business or such other place as the Manager shall designate The books of account shall be maintained on a cash basis.

(b) Each Member, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

Section 4.3 Capital Accounts. An individual capital account shall be maintained for each Member, and the balance of said account shall be determined in accordance with the terms above.

Section 4.4 Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Manager. Withdrawals from such bank accounts shall be made only by parties previously approved, in writing, by the Manager.

Section 4.5 Annual Report. Within ninety (90) days after the end of each fiscal year of the Company or within such longer period as is reasonably necessary, the Manager shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company federal income tax returns for that fiscal year, and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

Section 4.6 Company Meetings. In the sole discretion of the Manager or upon the written request of a majority of the Members, a meeting may be held for all Members. The Manager shall review and discuss the financial statements at the meeting and report to the Members the financial condition of the Company. Upon the determination that the annual meeting shall take place, it shall be held at a place and time designated by the Manager. All Members shall receive prior notice of the date, time, and place of the meeting.

ARTICLE V

RIGHTS, POWERS AND DUTIES OF MANAGER(S)

Section 5. Authority of the Manager. The business of the Company shall be under the exclusive control and management of the Manager(s) who shall act by a majority vote in all business affairs. For these purposes a Manager shall have one vote. The Members shall not participate in the management of the business of the Company. The Managers shall have the right and power to:

(a) Acquire land, buildings or any other interest in real estate;

(b) Acquire by purchase, lease or otherwise any personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of Company Property;

(d) Care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(e) Contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(f) Borrow money, mortgage or encumber Company Property in order to further the purposes of the Company;

(g) Sell or otherwise transfer Company Property or any part or parts thereof;

(h) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company Property and Manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a Company under the laws of each state in which the Company is then formed or qualified.

(i) Make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law

(1) to adjust the basis of Company Property pursuant to Code Sections 754, 734, 743 or comparable provisions of state or local law, in connection with transfers of Membership interests and distributions to Members.

(2) to extend the statute of limitations for assessment of tax deficiencies against Members and Membership interest holders in their capacity as Members and Membership interest holders, and

(3) to execute any agreement or other documents relating to or affecting such tax matters or otherwise affect the rights of the Company, Members and Membership interest holders. The Manager(s) are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar capacity under state or local law.

(j) Select or vary depreciation and accounting methods and make other decisions with respect to treatment of various transactions for federal income tax purposes, consistent

with the other provisions of this Agreement.

(k) Invest and reinvest principal and income in such securities and properties as the Manager shall determine. The Manager is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size or concentration), specifically including, but not by way of limitation, deeds of trust, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Manager is personally interested or in which a Manager owns an interest.

(l) Have the power to invest Company assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected, in addition, the Manager shall have the power to buy and sell stock rights and stock warrants;

(2) Determine whether or not distributions should be made to the Members, except as may specifically be set forth elsewhere in this Agreement; or

(3) Determine the maximum and minimum cash requirements of the Company.

Section 5.2 Authority to Pay Certain Fees and Expenses. The Members hereby acknowledge that in certain instances there may be certain circumstances that make it appropriate for the Company to contract for the performance of services or the purchase, sale or other disposition of goods or other property, by or with some other party or entity related to or affiliated with the Members, or any one of them, or with respect to any entity to which the Members or any one of them may have a direct or indirect ownership or controlling interest; however, in each such instance:

(a) Any such services, goods or property obtained from any such person or entity shall he on terms no less favorable to the Company than those reasonably available from third parties.

(b) The sale, lease or other transfer of any portion of the Property to any such person or entity shall be on terms and at a price no less favorable to the Company than those reasonably available to third parties.

(c) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices.

Section 5.3 Waiver of Self-Dealing.

(a) The Manager(s) shall have the authority to enter into any transaction on behalf of the Company despite the fact that another party to the transaction may be (1) a trust of which

a Member is a trustee or beneficiary; (2) an estate of which a Member is a personal representative or beneficiary; (3) a business controlled by one or more Members or a business of which any Member is also a director, officer or employee; (4) any affiliate, employee, stockholder, associate, manager, partner, Member or business associate; *(5)* any Member, acting individually; or (6) any relative of a Member; provided the terms of the transaction are no less favorable than those the Company could obtain from unrelated third parties.

(b) A Member may engage in or possess an interest in any other business or venture of any nature and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member the right to participate. Neither the Company nor its Members shall have by virtue of this Agreement any right in any independent venture or its income or Profits.

Section 5.4 Right to Rely on Manager. Any Person dealing with the Company may rely upon a certificate signed by all of the Members as to:

(a) The identity of the Manager;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

Section 5.5 Bond. No one serving as a Manager will be required to furnish a fiduciary bond or other security as a prerequisite to his, her or its service.

Section 5.6 The Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their best efforts to carry out the purposes of the Company for the benefit of all the Members. in exercising their powers, the Managers recognize their fiduciary responsibilities to the Company. The Managers shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in their immediate possession and control. The Managers shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Company and its Members. The Managers shall comply with all rules, regulations, and duties incumbent upon a Manager acting in its fiduciary capacity on behalf of the Company and the Members and shall be liable for any breach of such fiduciary duties, whether any such breach is willful or negligent.

ARTICLE VI

SALARY TO MANAGER

It is the intention of all the Members that each Manager may receive a reasonable compensation for services rendered to the Company. Therefore, the Managers may receive a reasonable salary for

services rendered, payable at least annually. If paid, this salary shall be in addition to their respective share of the Company's profits. The amount of compensation paid to a Manager may be reviewed and adjusted periodically.

ARTICLE VII

ROLE AND LIABILITY OF MEMBERS

Section 7.1 Rights or Powers. Except as otherwise set forth below, the Members shall have no rights or powers to take part in the management and control of the Company and its business and affairs.

Section 7.2 Voting Rights. The Members shall have the right to vote on the matters explicitly set forth in this Agreement. Those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting.

Section 7.3 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond its capital contribution.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this Section, the Members intend that no distribution to any Member of distributable funds or of the proceeds of any sale or financing shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the Manager.

Section 7.4 Representations of Members. Each Member hereby represents and warrants to the other Members and to the Company that such Member,

(a) Understands and agrees that its interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption there for;

(b) Takes its interest for its own account and not with any intent towards the resale or distribution thereof;

(c) Has read and fully understands and agrees to be bound by all of the terms and provisions of this Agreement.

(d) To the extent that such Member has had any questions with respect to the Company, this Agreement or any other matter bearing upon such Member's decision to enter into the Company, has had a full and complete opportunity to make inquiry of the Managers and has had all of its questions answered to its full and complete satisfaction.

(c) Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with its own independent legal, tax and investment advisers, and has determined that the investment in the Company is suitable to the Member, both in terms of its investment objectives and in terms of its financial situation, and

(f) Understands that the investment in the Company is a high risk, illiquid investment, that transfer of the Membership interest is restricted pursuant to the Company Operating Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933, among which are included a requirement that, prior to a transfer, offer, or sale, either a registration statement under such act and under the applicable state securities laws be filed covering interests in the Company, or an exemption from registration under such act and under such state securities laws is available.

Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Members will not sell, assign or otherwise transfer all or any portion of its interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant and agree.

ARTICLE VIII

SALE OF A LIMITED LIABILITY MEMBERSIP INTEREST

Section 8.1 Sale of Interest of Member. A Member may sell his Membership interest, but only after he has first offered it to the Company or other Members and under the conditions as follows:

(a) The Member shall give written notice to the Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For one hundred twenty (120) days from receipt of the written notice from the Member, the Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the offer is rejected in whole or in part by the Company, the interest or the remaining interest of the Member shall next be offered in writing to the other Members for a period of thirty (30) days next following expiration of the one hundred twenty (120) day period. The offer to the other Members shall be pro-rated in accordance with the ratio of the Membership interests of each Member to the total Membership interest of all the Members other than the one making the offer, on the terms and at prices (as to each offeree) determined by pro-rating the price. If not all the remaining interest is disposed of under the apportionment, each Member desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the Company determined under Article III bears to the interest in the capital of the Company of all other Members desiring to purchase portions of the remaining interest. Any unaccepted Limited Liability interest shall continue to be offered to all Members

who have not rejected any of the pro-rata interests offered to them until all the Membership interest has been purchased or the remaining Limited Liability interest has been rejected by all Members. Each offer period following the initial 30-day period provided for above shall continue for only fifteen (1 5) days following expiration of the prior offer period.

(d) Notwithstanding the foregoing in 8.1(b) and 8.1 (c) above, the purchaser(s) of the Membership interests shall have the options to make payment for the interest as follows:

(1) The Company or Members purchasing the interest shall be entitled to pay upon closing an amount equal to the present value of the offer made by the prospective purchaser, discounted at the average of the prevailing prime rate of the three largest banks in Nevada, less one (1) percent; or

(2) The Company or Members purchasing the interest may pay ten percent (10%) of the total purchase price on closing, and the balance payable over a period of time not in excess often years, as evidenced by an installment promissory note, payable in equal annual installments over the term o:f the note, the first annual payment coming due on the date which is one (1) year from the closing date of sale of the "Membership interest, bearing interest at the average of the then prevailing prime rate of the three largest banks in Nevada, less one (1) percent.

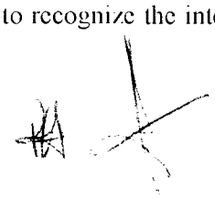
(e) If the Company or other Members do not exercise the option to acquire his interest, the Member shall be free to sell his Membership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Member.

(f) Any sale or transfer or purported sale or transfer of any Membership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any Member's interest in the Company shall be subject to all the terms, conditions, restrictions an and obligations of this agreement, including the provisions of this Article.

Section 8.2 Assignment. A Member may make a gratuitous assignment of his Membership interest to other Members without the consent of any other Member. A Member may sell his Membership interest to other Members in the same manner as provided in 8.1, as though the purchasing Member were a third-party purchaser.

Section 8.3 Estate Planning Transfers. A Member will also have the right to make estate planning transfers of all or any part of his or her ownership interest in the Company. The term "estate planning transfer" will mean any transfer (a) by any Member on account of such Member's death to a transferee permitted under this Section 8.3; (b) by a Member to a trust for the benefit of, or a corporation or partnership at least eighty percent (80%) of the equity of which is owned by the Member, the Member's spouse or Lineal Ancestors or Lineal Descendants of the Member; (c) by way of dissolution or liquidation to the beneficiaries or equity owners of a trust, corporation or partnership that would qualify as a transferee under clause (b) of this sentence; or (d) in respect to any individual Member, the transfer or assignment by gift or bequest to such Member's Lineal Ancestors or Lineal Descendants. In the event of any transfer pursuant to this Section, the Assignee Member shall be bound by this Agreement. In no event, however, shall any transfer pursuant to this Section 8.3 relieve the transferor of any of its obligations under this Agreement.

Section 8.4 Unauthorized Transfers. The Company will not be required to recognize the interest



of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. If the ownership of a Membership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership interest, the Company may accumulate the income until this issue is fully determined and resolved. Accumulated income will be credited to the capital account of the Member whose interest is in question.

Section 8.5 Substituted Member. No assignee or transferee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

(a) The Manager(s), and a majority in interest of all of the Members (not including any assignee of a Membership interest) have consented in writing to the admission of the assignee as a substituted Member;

(b) The fully executed and acknowledged written instrument of assignment which has been filed with the Company sets forth the intention of the assignor that assignee become a substitute Member;

(c) The assignor and assignee execute and ackn9wledge such other instruments as the Manager(s) may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement; and

(d) A reasonable transfer fee, not exceeding $1,000.00, has been paid by assignee to the Company.

The Manager will be required to amend the Agreement of the Company only annually to reflect the substitution of Members. Until the Agreement of the Company is so amended, an assignee shall not become a substituted Member.

The death, legal incapacity, bankruptcy, or dissolution of a Member shall not cause a dissolution of the Company, but the rights of such Member to share in the income or loss of the Company and to receive distributions shall, on the happening of such an event, devolve on his personal representative, or in the event of the death of one whose Membership Interest is held in joint tenancy, pass to the surviving joint tenants, subject to the terms and conditions of this Agreement. However, in no event shall such personal representative or surviving joint tenant become a substituted Member solely by reason of such capacity. It is understood that each of the Members who are individuals will have made provision for a testamentary disposition of their Interest in the Company to a transferee(s) permitted under Section 8.3, so that upon death their beneficiary or beneficiaries will be directed to accede to the Membership Interest and this Agreement. If a Member's death results in a transfer that is not in compliance with this understanding, the interest of the deceased member shall be treated as an interest passing to an unapproved transferee and shall be specifically subject to the terms and conditions of Section 8.7 below. The estate of the Member shall be liable for all the obligations of the deceased or incapacitated Member.

Except as specifically provided in Section 8.9, in the event a vote of the Members shall be taken pursuant to this Agreement for any reason, a Member shall, solely for the purpose of determining the number of Membership interests held by him in weighing his vote, be deemed the holder of any Membership interest assigned by him in respect of which the assignee has not become a substituted Member.

Section 8.6 Non-Registration of Securities. The ownership and transfer of a limited liability company interest is further subject to the following disclosure and condition:

THE LIMITED LIABILITY MEMBERSHIP INTERESTS OF LE MACARON LLC HAVE NOT BEEN, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED LIABILITY INTERESTS OF LE MACARON LLC MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION AND COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO LE MACARON LLC.

Section 8.7 Purchase of Membership Interests from Unapproved Transferees. If any person or agency should acquire an interest of the Company as the result of an order of a court of competent jurisdiction including, but not limited to, an order incident to divorce, insolvency, or bankruptcy of a Member which order the Company is required to recognize, or if a Manager or Member makes an unauthorized transfer of a Membership interest which the Company is required to recognize, the interest of the transferee may then be acquired by the Company upon the following terms and conditions:

(a) The Company will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Company is required to recognize the transfer.

(b) The Company will have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Membership interest will be the first day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee agree otherwise, the fair market value of a Membership interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. In the event the parties cannot agree upon one appraiser, then the buyer and seller of the Membership interest shall each select an appraiser ("Appraiser 1 and "Appraiser 2" respectively); the two appraisers shall jointly select a third appraiser ("Appraiser 3"). The value arrived at by appraisal shall be determined by Appraiser 1 and Appraiser 2 submitting their separate appraisals to Appraiser 3. Appraiser 3 shall independently review the appraisals and shall select one appraisal between the two appraisals submitted as the appraisal which, in the opinion of Appraiser 3 best represents the value of the limited liability company, and that appraisal so selected shall be used to determine the value of the limited liability company interest being sold pursuant to this Section 8.7. All appraisals shall include adjustments to recognize appropriate valuation discounts, including but not limited to discounts for marketability and lack of control.

(d) Closing of the sale will occur at the registered office of the Company at 10:00 o'clock am. on the first Tuesday of the month following the month in which the valuation report is completed and delivered to the parties to the sale. During the period of time prior to the closing date, the transferee will be considered a non-voting owner of the Membership interest.

(e) In order to reduce the burden upon the resources of the Company, the Company will have

the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or the remaining term of the Company if less than 10 years) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Manager. The term "market rates" will, mean the average of the rates of interest prescribed as their "prime rate" by the three largest banks in the State of Nevada on the first day of a the then calendar year, less one percent (1%). If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest then required by law The first installment of principal, with interest due thereon, will he due and payable on the first day of the calendar year following closing, and subsequent annual installments.

with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Company will have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(f) The Manager may assign the Company's option to purchase to one or more of the remaining Members (this with the affirmative consent of no less than *50%* of the remaining Members, excluding the interest of the Member or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.

(g) Neither the transferee of an unauthorized transfer nor the Member causing the transfer will have the 'right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

Section 8.8 Conditions of Transfer of Member's Interest. Subject to any restrictions on transferability required by law or contained elsewhere in this Agreement, all transfers of Membership interests shall be subject to the following restrictions, conditions, terms, duties, and obligations:

(a) The assignee meets all of the requirements applicable to a Substituted Member and consents in writing in a form satisfactory to the Manager to be bound by the terms of this Agreement;

(b) The Managers consent in writing to the assignment, which consent shall be withheld only if such assignment does not comply with Section 8.7(a), if such assignment is to a tax exempt entity or a nonresident alien, or if such assignment would jeopardize the status of the Company as a Partnership for federal income tax purposes, would cause the Company to be terminated under Code Section 708, or would violate, or cause the Company to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law; and

(c) If requested by a majority of the Members, an opinion from counsel for the Company is delivered to the Managers at the expense of the transferring Member stating that, in the opinion of said counsel, such assignment would not jeopardize the status of the Company as a partnership 'for federal income tax purposes, would not cause the termination of the Company under Code Section 708, and would not violate, nor cause the Company to violate,' any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law.

(d) By executing this Agreement, each Member shall be deemed to have consented to any assignment consented to by the Managers. Anything herein to the contrary notwithstanding, in no event shall an assignment he made to a minor or to an incompetent (except in trust or pursuant to the Uniform Transfers to Minors Act).

(e) Each Member agrees that he will, upon request of the Managers, execute such certificates or other documents and perform such acts as the Managers deem appropriate after an assignment of that Member's Interest to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is doing business. For purposes of this Section 8.8, any transfer of any interest in the Company, whether voluntary or by operation of law, shall be considered an assignment.

(f) Each Member agrees that he will, prior to the time the Managers consent to an assignment of any interest by that Member, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such assignment.

(g) Each of the Members, by executing this Agreement, hereby covenants and agrees that he will not, in any event, sell or distribute any interest unless, in the opinion of counsel to the assignee (which counsel and opinion shall be satisfactory to counsel for the Company), such interest may be legally sold or distributed in compliance with then-applicable federal and state statutes

(h) Anything herein to the contrary notwithstanding, both the Company and the Managers shall be entitled to treat the assignor of an interest as the absolute owner thereof in all aspects, and shall incur no liability for distributions made in good faith to him, until such time as a written assignment that conforms to the requirements of this Article Viii has been received by the Company and accepted by the Managers.

ARTICLE IX

DURATION OF BUSINESS and DISSOLUTION

Section 9.1 Duration. The Company shall continue:

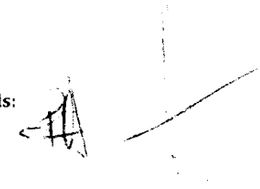
(a) until all interests in the property acquired by it have been sold or disposed of, or have been abandoned, or

(b) until dissolved and terminated as provided for herein below.

Section 9.2 Termination of the Company. The Manager may terminate the interest of a Member and expel him:

(a) For interfering in the management of the Company affairs or otherwise engaging in conduct which could result in the Company losing its tax status as a partnership

(b) If the conduct of a Member tends to bring the Company into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or



(c) For failing to meet any commitment to the Manager in accordance with any written undertaking.

In each of the foregoing events, the termination shall not result in the forfeiture to the Member of the value of his interest in the Company at the time of termination.

Section 9.3 Dissolution of Company. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) The written consent or affirmative vote to dissolve the Company of all the Manager(s) and at least 90% of the then outstanding Membership interests.

(b) The failure to elect a successor to the Manager within 180 days of the death, resignation or removal of the surviving Manager.

(c) Voluntary dissolution of the Company by agreement of all of the Members.

(d) The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

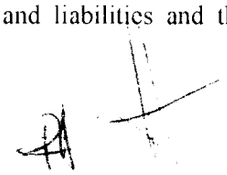
Section 9.4 Reformation of Company. In the event of dissolution, the Members owning more than *50%* of the then outstanding Membership interests may determine to re-form the Company and elect a new Manager in place of the Manager and continue the Company's business. In such event, the Company shall be dissolved and all of its assets and liabilities shall be contributed to a new Company which shall be formed and all parties to this Agreement and such new Manager shall become parties to such new Company. For purposes of obtaining the required vote to re-form the Company, Members owning 10% or more of the then outstanding Membership interests may cause to be sent to Members of record, as of a date no more than twenty (20) days prior to the date fixed by such Members for holding a Company meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Company shall be deemed expenses of the Company.

Section 9.5 Distribution upon Termination. In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company, shall sell all the Company assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof., and after paying all liabilities, and including all costs of dissolution, and subject to the right o:f the Manager to set up cash reserves to meet short-term Company liabilities and other liabilities or obligations of the Company, shall distribute the remainder ratably to the Members pursuant to the relevant provisions of this Agreement.

Section 9.6 Procedure Upon Dissolution. On any dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation or preserve and distribute its assets in kind promptly on dissolution. A notice of dissolution shall he published under applicable Nevada law, or as otherwise appropriate.

Section 9.7 Winding Up Of The Company. Upon the dissolution of the Company, the proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall, be applied and distributed in the following order of priority:

(a) To the payment and discharge of all of the Company's debts and liabilities and the



expenses of liquidation;

(b) To the creation of any reserves which the Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member;

(d) To the Members according to their respective Company capital accounts.

Section 9.8 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members in the proportions of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits and losses, subject, however, to any allocation of gain or loss which may otherwise be required under the Internal Revenue Code of 1986, as amended.

Section 9.9 Company Continuity. For so long as the Company shall exist, each Member waives the right to compel a dissolution of the Company or to compel a partition of the property of the Company. No Member will have an ownership interest in the property of the Company. The Company, as an entity for federal income tax purposes and for state law purposes, will not terminate by reason of:

(a) the death, disability, bankruptcy or insolvency of a Member;

(b) the addition of a Manager or Member or the death, disability, removal, resignation or other act of withdrawal of a Manager or Member, unless at the conclusion of 180 days from the act of withdrawal, the Company does not, in fact, have at least one Manager or Member;

(c) the withdrawal or expulsion of a Member unless there are no remaining Members; or,

(d) any other act or omission to act, not having the approval or consent of all Members, which is or may be construed to be a termination of the Company as an entity under Nevada law.

To the greatest extent permitted by Nevada law, any act or omission to act shall be resolved favor of a continuation of the Company, without the requirement of liquidation and winding up.

ARTICLE X

REMOVAL, WITHDRAWAL AND ADMISSION OF SUCCESSOR MANAGERS

Section 10.1 Manager(s). The Managers of the Company shall be JEAN-FRANCOIS RIGOLLET AND MAX JOLY.

Section 10.2 Cessation. A person shall cease to be a Manager upon the removal or withdrawal in accordance with Sections 10.2 and 10.3 hereof, dissolution, legal incapacity, bankruptcy, death, adjudication of incompetence or any of the other events set forth in the Act and all of such Manager's

rights and powers as a Manager shall be terminated, and such person shall cease to be a Manager. Any of the remaining Managers shall have the right to continue the business of the Company.

Section 10.3 Removal of a Manager. The Original Manager may be removed only upon the written consent or affirmative vote of Members owning greater than 85% of the then outstanding Membership interests. Upon the written consent or affirmative vote of Members owning greater than 85% of the then outstanding Membership interests, any Successor Manager may be removed if, simultaneously with such removal, a Successor Manager is elected by the Members owning greater than 85% of the then outstanding Membership interests. Written notice of such determination setting forth the effective date of such removal shall be served upon the Manager, and as of the effective date, shall terminate all of such persons rights and powers as a Manager.

Section 10.4 Withdrawal of a Manager. Upon 30 days notice to the Members, any Manager may withdraw as a Manager at any time, provided that such Manager delivers to the Company an opinion of competent counsel to the effect that such withdrawal will not adversely affect the classification of the Company as a partnership for Federal income tax purposes or classification as a Company for purposes of state law.

Section 10.5 Election of New Managers. In the event any person ceases to be a Manager pursuant to Sections 10.2, or 1 0.3, and as a consequence thereof the Company has no Manager, any Member may nominate one or more persons for election as Managers. No person shall become a Manager unless elected by an affirmative vote of a majority in interest of the Members.

Section 10.6 Amendment to the articles of organization of the Company. in the event a Manager is unwilling or unable to sign a required amendment to the Articles of Organization of the Company as evidence of withdrawal, substitution or addition of a Manager, the amended Articles may be signed by:

(a) the remaining Managers, if more than one Manager is then serving, and any successor elected by the Members or as otherwise designated by the Operating Agreement; or,

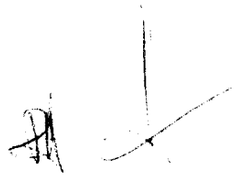
(b) if but one Manager was serving, and who ceases to serve for any reason, by the new Manager or Managers, as substitute or successor, and at least 85% interest of the Members.

Each Manager serving or to serve in the capacity of a Manager does hereby appoint its successor (or if there is more than one Manager serving at the time a Manager shall refuse or be unable to act, the remaining Manager or Managers) as its attorney in fact, to sign the amended certificate on its behalf.

Section 10.7 Termination of executory Contracts With the Terminated Manager or Affiliates. All executory contracts between the Company and a Manager removed pursuant to Sections 10.2 or 1 0.3 hereof, may be terminated by the Company effective upon sixty (60) days prior written notice of such termination to the Manager. The removed Manager thereof may also terminate and cancel any such executory contract effective upon sixty (60) days prior written notice of such termination and cancellation given to the Company.

ARTICLE XI

POWER OF ATTORNEY



Section 11.1 Manager as Attorney-In-Fact. Each Member hereby makes, constitutes and appoints each Manager and each successor Manager, with full power of substitution and re-substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file and record:

(a) This Agreement and all agreements, certificates, instruments and other documents amending or changing this Agreement as now or hereafter amended which the Manager may deem necessary or appropriate as permitted under the Company Operating Agreement to reflect only the following amendments or changes:

(1) the exercise by any Manager of any power granted to it under this Agreement;

(2) any amendments adopted by the Members in accordance with the terms of this Agreement;

(3) the admission of any substituted Member or Manager; and

(4) the disposition by any Member of its interest in the Company; and

(b) Any certificates, instruments and documents as may be required by, or may be appropriate under, the laws of the State of Nevada or any other state or jurisdiction in which the Company is doing or intends to do business.

Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing.

Section 11.2 Nature as Special Power. The power of attorney granted pursuant to this article:

(a) Is a special power of attorney coupled with an interest;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its interest in the Company, except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Manager, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments. This Agreement may be amended at any time, and from time to time, upon the written approval of the Manager(s) and greater than *85%* of the Membership interests.

Section 12.2 Nature as Special Power. Any written notice to any of the Members required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid and addressed to the party at its last known address. Notices to the Company shall be similarly given, and addressed to it at its principal place of business.

Section 12.3 Governing Law. This Agreement is intended to be performed in the State of Nevada and the laws of that State shall govern its interpretation and effect.

Section 12.4 Successors. This Agreement shall be binding on and inure to the benefit of the respective Member's successors and assigns, except to the extent of any contrary provision in this Agreement.

Section 12.5 Severability. If any term, provision, covenant, condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 12.6 Entire Agreement. This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Member to be charged.

Section 12.7 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 1 2.8 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 12.9 Time. Time is of the essence with respect to this Agreement.

Section 12.10 Headings. Section and other headings, contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.11 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 12.12 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 12.13 Waiver of Action for Partition. Each of the Members irrevocably waives any right that they may have to maintain any action for partition with respect to any of the Company Property.

Section 12.14 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 12.15 Further Documents. Each Member agrees to perform any further acts and to

execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

Section 12.16 Attorney's Fees. If an action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the Court.

Section 12.17 Elections Made by the Company. All elections required or permitted to be made by the Company under the internal Revenue Code shall be made by the Manager(s) in such manner as will in their judgment be most advantageous to a majority in interest of the Members.

IN WITNESS WHEREOF, the Managers and Members have executed this OPERATING AGREEMENT of LE MACARON LLC on the day above written.

MANAGERS:

JEAN-FRANCOIS RIGOLLET

MAX JOLY

MEMBERS:

BYDOO LLC, JEAN-FRANCOIS RIGOLLET

MAX JOLY

PATRICIA JOLY

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 12th day of July, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Max C July, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 12th day of July, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jean-Frances Fiquet, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 01 day of August, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas V July, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

SCHEDULE A
to
Operating Agreement
for

LE MACARON LLC

ORIGINAL CONTRIBUTION OF ASSETS
(Per Article II of the Operating Agreement)

MEMBER:	PERCENTAGE INTEREST:	UNITS:
BYDOO LLC	50%	500
MAX JOLY	25%	250
PATRICIA JOLY	25%	250

EXHIBIT 3

Subject: Fwd: Visa
Date: mercredi 11 février 2015 09:02:07 heure de Tahiti
From: max01700.j@laposte.net
To: JAKUBCZACK Group

pour info

De: "PATRICIA JOLY-AVRIL" <p.jolyavril@gmail.com>
À: "Donna Scarlatelli" <donna@greencards4u.com>
Envoyé: Mercredi 11 Février 2015 17:14:38
Objet: Re: Visa

Hello Donna,

I'm very confused because at the first time, when we asked you how to make the society, you told me that we could have 50% Max and I because we are married.
So do you mean that we have to change that ? Max should own 50 % ?
If yes we have to change that quickly.

Give me y skype appointment whenever you want, please.

Than you in advance
Best regards

PATRICIA JOLY-AVRIL
p.jolyavril@gmail.com

> Le 11 févr. 2015 à 17:04, Donna Scarlatelli <donna@greencards4u.com> a écrit :
>
> We have the documents you sent and Ann Fry Scarlatelli will be getting back to you shortly to review and discuss. However, I have a few things to clarify immediately: I assume that since we received a retainer from you and not Jean Francois or Jacqueline Rigollet, that you and Max alone are looking for the E-2 visas? I am also confused because the FEIN letter from the IRS identifies Mr. Rigollet as the "sole member" of the LLC. However, I have articles of incorporation from Nevada that specifies Mr. Rigollet and Max Joly as the members of the LLC. And further, I have an operating agreement that splits the ownership of the LLC in 3 ways: BYDOO LLC at 50% and Max at 25% and Patricia Joly at 25%. That means that we also need the ownership documents of BYDOO so we can show that the owners of that LLC are French citizens (so I need corporate documents and passports for all members). The investing company must be at least 51% owned by citizens of France . Also, neither of you is actually eligible for the E-2 visa because you each individually only own a minority interest. You would need to transfer your ownerships so that only one of you has at least 50%. The E-2 investor must have at least 50% in order to have what we call "negative control." Please discuss this among yourselves and then contact us to arrange for a Skype or call with Ann and me to review. This must be changed in order to qualify.
>
>
> Donna Scarlatelli
> Scarlatelli, P.A.

> 777 S Palm Ave. Suite 5
> Sarasota, FL 34236
> Tel: 941 917 0066
> Fax: 941 917 0058
>
> This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the listed email address. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.
> Thank You.
>
>
>
> -----Original Message-----
> From: PATRICIA JOLY-AVRIL [mailto:p.jolyavril@gmail.com]
> Sent: Wednesday, February 11, 2015 6:34 AM
> To: Donna Scarlatelli
> Subject: Visa
>
> Hello
>
>
> I'd like to know if everything is ok with our documents ?
> Is there anything left ?Thank you for let me know
>
> Best regards.
>
> PATRICIA JOLY-AVRIL
> p.jolyavril@gmail.com
>
>
>

From: Rosalie Guillem [guillemlia@aol.com]
Sent: Friday, March 06, 2015 12:57 PM
To: p.jolyavril@gmail.com
Subject: Fwd: Visa

Bonjour Patricia,

As-tu besoin d'aide pour le dossier ?
Que puis je faire pour toi ?

Rosalie Guillem
Le Macaron Franchise
941 586 1558
www.lemacaron-us.com

-----Original Message-----
From: Ann Fry <ann@greencards4u.com>
To: PATRICIA JOLY-AVRIL <p.jolyavril@gmail.com>
Cc: Rosalie Guillem (guillemlia@aol.com) <guillemlia@aol.com>; Donna Scarlatelli <donna@greencards4u.com>
Sent: Thu, Mar 5, 2015 11:31 am
Subject: RE: Visa

Dear Patricia,

I have double checked all the files that I have received with evidence for your case and everything that was included in the zipped file that you sent to me. I have looked at the papers submitted and here are 2 lists – one is for the documents that I have not yet received and the second list is all the actions or changes that are required for the documents that you have sent to us.

Missing Evidence

Color Copies of the Data (Photo) Pages of your passports – you, Max and Nicolas
Copy of the Franchise Agreement from Rosalie and the cancelled check for $90,000
Copies of Receipts for paid invoices for the investment and operating expenses – we have 3 or 4 in total – need more proof of use of funds.

Amendments/Actions Needed on Existing Evidence.

Donna asked you to amend the Operating Agreement on February 11, to show that 51% of Le Macaron LLC is owned by Max and 49% by M. Rigollet. I need new pages 25,26 and 27.
There are no copies of cancelled checks for any of the bank statements that are provided – therefore in most cases there is no proof as to who received the payment amounts shown in the company bank account. For example, in one month there is a withdrawal for $100,000 by check and $10,000 cash withdrawal – with no record of where the payment was going or to whom and for what purpose. You are required to show that the investment funds being spent to further the business activities.
On your personnel forecast, you show yourself, Max and both Mme. and M. Rigollet as being managers of the Company. For the purpose of this visa application, Max should be the only manager shown. You, Patricia, will get full employment permission for the U.S. – you will be able to work anywhere – including Le Macaron LLC, and this is dealt with after Max gets the E2 Visa. The other 2 people listed are not part of this application, and we do not want to show them as being managers – or the Consul could very well say that with them running the operation, there is no need for Max to have a visa to be here in the U.S. taking care of his investment. Please resubmit with just Max's name. If this is an issue, you need to book a Skype call with Donna.

There is no proof of who owns the NIPAMA LLC bank account, from which the funds for Le Macaron LLC have been drawn. Please supply evidence that it is indeed your bank account.

These materials need to be supplied and these issues addressed before we can proceed with the final preparation of the application

Ann F Scarlatelli
VP and Senior Paralegal

¡?! SCARLATELLI, P.A.
THE IMMIGRATION LAW FIRM

Main Office:
777 S Palm Ave. Suite 5
Sarasota, FL 34236
NY Office:
73 Hooker Ave.
Poughkeepsie, NY 12601

Tel: 941 917 0066
Fax: 941 917 0058

From: PATRICIA JOLY-AVRIL [mailto:p.jolyavril@gmail.com]
Sent: Thursday, March 05, 2015 12:33 PM
To: Ann Fry
Subject: Re: Visa

Hello

Ann, you can take off the sentence in yellow. no problem.
If there is something to change please let us know.
Thank you in advance.

best regards
PATRICIA JOLY-AVRIL
p.jolyavril@gmail.com

Le 5 mars 2015 à 02:07, Guillemlia <guillemlia@aol.com> a écrit :

Bonjour Patricia

Pourrais tu m'appeler demain soir stp
Buses

DEFENDANT N° 003821

From: max01700.j@laposte.net
Sent: Thursday, March 12, 2015 1:57 AM
To: Rosalie Guillem
Subject: Dossier Visa

Bonjour Rosalie,

Je suis en train de collationner les éléments pour remplir les 3 documents que vous m'avez envoyé; je pense que demain ou après-demain au plus tard je vous les enverrai remplis.
Par contre je ne comprend absolument pas les changements de position successifs du cabinet d'avocat :
- au départ, et j'ai une réponse écrite de Donna, je pouvais être à 50% dans la société du MACARON Vegas
- lorsque nous avons eu payé la 1ere partie du dossier, elle a changé de position et nous a demandé à ce que je sois à 51% (seule condition pour finaliser), ce que nous avons effectué, et transmis les documents enregistrés auprès des autorités du Nevada
- et dans le dernier mail (après notre versement de la seconde partie), elle nous demande en plus que je sois le seul gérant!
Quand est-il vraiment, car ce nouveau changement m'obligerait à un nouveau voyage à vegas pour faire notariser ma signature.
Pouvez-vous me dire vraiment ce qu'il en est très rapidement? Merci par avance.
Cordialement.

Max JOLY
Tel : +41.21.312.63.33

From: Rosalie Guillem [guillemlia@aol.com]
Sent: Tuesday, March 17, 2015 4:57 PM
To: p.jolyavril@gmail.com
Subject: Re: Visa

Hello Rosalie,

Donna is back here and we have discussed her strategy. We will call you later but Donna remains convinced that the best way for the Joly family to get their visa is to take her advice and appear as the majority owner and the only people who will be in control of the investment.

We will call and discuss this with you later, once Donna has got back into the saddle!
Best regards
Ann

Ann F Scarlatelli
VP and Senior Paralegal

Rosalie Guillem
Le Macaron Franchise
941 586 1558
www.lemacaron-us.com

----Original Message----
From: Patricia Joly-Avril <p.jolyavril@gmail.com>
To: Guillem Rosalie <guillemlia@aol.com>; Max Max <max01700.j@laposte.net>
Sent: Tue, Mar 17, 2015 3:49 am
Subject: Fwd: Visa

Bonjour Rosalie

Peux tu vérifier si Donna à tout ces documents STP .
Merci d'avance.
À très vite

Patricia Joly

Début du message transféré :

> **Expéditeur:** Ann Fry < ann@greencards4u.com>
> **Date:** 5 mars 2015 20:33:18 UTC+1
> **Destinataire:** PATRICIA JOLY-AVRIL < p.jolyavril@gmail.com>
> **Cc:** "Rosalie Guillem (guillemlia@aol.com)" < guillemlia@aol.com>, Donna Scarlatelli < donna@greencards4u.com>
> **Objet: Rép : Visa**
>
> Dear Patricia,
>
> I have double checked all the files that I have received with evidence for your case and everything that was included in the zipped file that you sent to me. I have looked at the papers submitted and here are 2 lists – one is for the documents that I have not yet received and the second list is all the actions or changes that are required for the documents that you have sent to us.

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2. There are no copies of cancelled checks for any of the bank statements that are provided – therefore in most cases there is no proof as to who received the payment amounts shown in the company bank account. For example, in one month there is a withdrawal for $100,000 by check and $10,000 cash withdrawal – with no record of where the payment was going or to whom and for what purpose. You are required to show that the investment funds being spent to further the business activities.
3. On your personnel forecast, you show yourself, Max and both Mme. and M. Rigollet as being managers of the Company. For the purpose of this visa application, Max should be the only manager shown. You, Patricia, will get full employment permission for the U.S. – you will be able to work anywhere – including Le Macaron LLC, and this is dealt with after Max gets the E2 Visa. The other 2 people listed are not part of this application, and we do not want to show them as being managers – or the Consul could very well say that with them running the operation, there is no need for Max to have a visa to be here in the U.S. taking care of his investment. Please resubmit with just Max's name. If this is an issue, you need to book a Skype call with Donna.
4. There is no proof of who owns the NIPAMA LLC bank account, from which the funds for Le Macaron LLC have been drawn. Please supply evidence that it is indeed your bank account.

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Ann F Scarlatelli
VP and Senior Paralegal

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Sarasota, FL 34236
NY Office:
73 Hooker Ave.
Poughkeepsie, NY 12601

Tel: 941 917 0066
Fax: 941 917 0058

From: Rosalie Guillem [guillemlia@aol.com]
Sent: Tuesday, April 21, 2015 3:44 PM
To: ann@greencards4u.com
Subject: Re: Joly
Attachment(s): "CCI21042015_2.pdf"

Hello Anne,

You will find the invoice for the fees attached.
Do you need all the franchise contract or just the pages signed ?
Regards

Rosalie Guillem
Le Macaron Franchise
941 586 1558
www.lemacaron-us.com

---Original Message---
From: Ann Fry <ann@greencards4u.com>
To: Rosalie Guillem (guillemlia@aol.com) <guillemlia@aol.com>
Sent: Tue, Apr 21, 2015 12:47 pm
Subject: Joly

Hello Rosalie,

I have just been through the final final check of the Joly application before it is scanned in and sent out today. I have been worrying about being a couple of days behind as a result of driving down here and the equipment problem that we could not fix on Thursday and Friday up in NY.

I had originally got the case to within a couple of hours from completion when we had the discussion about the necessary changes in the ownership percentage for Max Joly and the revised evidence I would need – this was over a month ago. I sent an email to Patricia and you on March 12th saying (amongst other things which I now have) that I needed a copy of your signed franchise agreement and then proof that they have paid you – i.e. a copy of the canceled check. I was then told they would be away until April 18, and yes, I said I would send it out for their signature when they returned. However, the documents I have do not show they have made a significant enough investment. I am sure at this point, you must have your fee and the signed franchise agreement, so please send me a copy via Dropbox and I can get this out of here.

Thank you
Ann

Ann F Scarlatelli
VP and Senior Paralegal

¡?! SCARLATELLI P.A.
THE IMMIGRATION LAW FIRM
777 S Palm Ave, Suite 5
Sarasota
FL 34236

Tel: (001) 941 917 0066

DEFENDANT N° 003825

EXHIBIT 4

AMENDMENT TO LLC OPERATING AGREEMENT
LE MACARON LLC
A Limited Liability Company established in NEVADA

IV

We, the members of LE MACARON LLC, hereby resolve and confirm on June 1st, 2015 the following:

1. Section 2.1 of the current LLC operating agreement is amended to read:

Member:		
BYDOO LLC	50% Owner	500 units
MAX JOLY	50% Owner	500 units

2. All other sections of the attached current LLC operating agreement of LE MACARON LLC remain in full force and effect.

The undersigned have duly executed this LLC operating agreement amendment on the date first written above:

Member Name: **Signature:**

Max JOLY

Jean-françois RIGOLLET

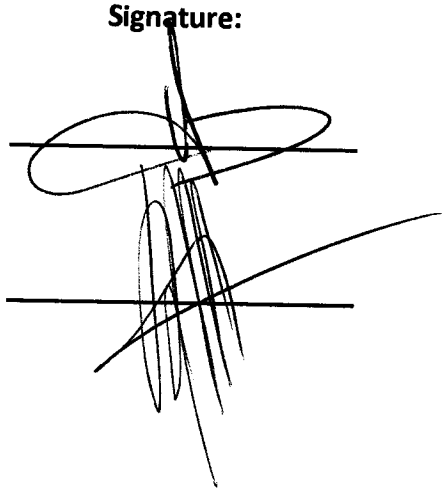


EXHIBIT 5

THE OPERATING AGREEMENT OF

LE MACARON LLC

THIS OPERATING AGREEMENT ("Agreement") dated this 9st day of July 2014, is made by BYDOO LLC, MAX JOLY and PATRICIA JOLY, for the purpose of creating the Operating Agreement of LE MACARON LLC, a Nevada limited-liability company. The parties to this Agreement are sometimes referred to hereinafter collectively as the "Member" or "Members", as the case may be. In addition, this Agreement is entered into by JEAN-FRANCOIS RIGOLLET AND MAX JOLY, as Managers of the Limited Liability Company.

WITNESSETH:

NOW THEREFORE, with the full acknowledgement of the facts as recited herein and in consideration of the mutual promises of the Members hereto, one to another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

Section 1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become Member(s) and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the limited purposes and scope set forth herein below.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Limited Liability Company as specified herein shall be construed in accordance with N.R.S. 86.010, *et. seq.*

(c) LE MACARON LLC is a Nevada limited-liability company formed pursuant to N.R.S. Chapter 86, Title 7. The assets of LE MACARON LLC are separate and distinct from the assets of any other limited-liability Company created in connection with LE MACARON LLC. The debts and liabilities of this Company are enforceable against the assets of LE MACARON LLC only. The debts and liabilities are not enforceable against any other series or limited-liability Company in connection with LE MACARON LLC.

Section 1.2 Name of Limited Liability Company. The Limited Liability Company's business shall be conducted solely under the name of the LE MACARON LLC, (hereinafter referred to as "Company").

Section 1.3 Purposes and Scope of the Limited Liability Company.

(a) The purposes of the Company are to manage, buy, sell and otherwise deal with any and all investments and properties in whatever manner the Members shall choose. The Members further agree to acquire and have the Company manage all the appurtenant rights, easements and interests in any real property, and such activities as may be incidental thereto, and such other related business as may be agreed upon by the Members. The specifications of a particular type of business herein shall not be deemed a limitation on the general powers of the Company. The Company may own such assets as may be necessary to conduct the Company's business and may engage in any other activities or business incidental or related to furthering its general purpose.

(b) No Member shall have any authority to act for or to assume any obligations or responsibility on behalf of any other Member or the Company.

Section 1.4 Articles of Organization. Concurrently with, or prior to, the execution of this Agreement, Articles of Organization shall be filed with the Secretary of State. The Articles of Organization have been or shall be recorded in the office of the Secretary of State of the State of Nevada. The Manager agrees to execute, acknowledge, file record and/or publish as necessary, such amendments to said Articles of Organization as may be required by this Agreement or by law and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

Section 1.5 Principal Place of Business. The principal office and place of business of the Company shall be at 2003 SMOKETREE VILLAGE CR. HENDERSON, 89012, or at such other place as the Members shall from time to time determine.

Section 1.6 Term of Company. The Company shall begin on the day the Articles of Organization are filed with the Secretary of State and shall have a perpetual existence or until terminated pursuant to the terms and conditions of this Agreement.

Section 1.7 Definitions - General. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means Chapter 86 of the Nevada Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Contribution" means, as of any day, a Member's Capital Contributions reduced by the sum of (i) any liabilities of such Member that are assumed by the Company (at any time) or that are secured by any property contributed to the Company (at the time of such contribution) by such Person and, (ii) the aggregate distributions to such Member. In the event any Member transfers all or any portion of its interest in accordance with the terms of this Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred interest.

(c) "Capital Account" means, with respect to any Member a capital account maintained as follows:

(1) By increasing such account with:

(A) such Member's Capital Contributions,

(B) the distributive share of Profits and any items of or in the nature of income or gain that are allocated to such Member, and

(C) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member, and

(2) By decreasing such account with:

(A) the amount of any cash (not including decreases in such Member's share of Company liabilities pursuant to Section 752(b) of the Code) and the Gross Asset Value of any other Company Property distributed to such Member pursuant to any provision of this Agreement,

(B) the distributive share of Losses and any items of or in the nature of expenses or losses that are allocated to such Member, and

(C) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed to the Company by such Member.

Immediately prior to liquidation of the Company, capital accounts shall be adjusted as necessary to reflect the fair market value of assets to be distributed among the Members.

For purposes of this Section, liabilities are considered assumed only to the extent the assuming party is thereby subjected to personal liability with respect to such obligation, the oblige is aware of the assumption and can directly enforce the assuming party's obligation, and as between the assuming party and the party from whom the liability is assumed, the assuming party is ultimately liable.

In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that such Capital Account related to the transferred interest.

(d) "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest held by such Member. For purposes of this Section, money contributed to the Company does not include increases in any Member's share of Company liabilities pursuant to Section 752(a) of the Code.

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(f) "Company" means the Company.

(g) "Company Property" means all real and personal property acquired by or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

(h) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period.

(i) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member(s), as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member of more than a de minimis amount of the Member's Capital Account if the Member(s) reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Member(s) in the Company.

(j) "Manager" means a person elected by the Members of the Company to manage the Company.

(k) "Member" means any person, or entity whose name is set forth in the first paragraph of this Agreement as a Member or who has been admitted as an additional or Substituted Member pursuant to the terms of this Agreement. "Members" means all such persons or entities. All references in this Agreement to a majority in interest or a specified percentage of the Members shall mean Members holding more than 50% or such specified percentage, respectively, of the interest then held by Members.

(l) "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

(m) "Net Cash From Sales or Refinancing" means the net cash proceeds from all sales or other dispositions (other than in the ordinary course of business) and all refinancing of Company Property less any portion thereof used to establish reserves, all as determined by the Manager. "Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company Property.

(n) "Person" means any individual, partnership, corporation, trust or other entity.

(o) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustment: any income of the Company that is exempt

from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(p) "Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(q) "Units" means the share of interest in the Company as defined in Section 2.2 hereof.

ARTICLE II

CAPITALIZATION AND FINANCING OF THE COMPANY

Section 2.1 Capital Contribution.

(a) Initial Capital Contribution. The initial capital contributions and percentage interests shall be as follows:

MEMBER(S):	PERCENTAGE INTEREST:	UNITS:
BYDOO LLC	50%	500
MAX JOLY	25%	250
PATRICIA JOLY	25%	250

***All as joint tenants with rights of survivorship**

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Members. The interests of the Members in the capital originally contributed are the same as listed above.

(b) Call for Additional Capital Contributions. The Manager will have the authority to ask (but not require) the Members to contribute additional capital when:

(1) additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service for any amounts borrowed by the Company; insurance and tax, payments; the cost of acquiring, maintaining and selling property of the Company; and

(2) the calls for capital are not discriminatory, that is, when all Members are permitted to contribute capital to the extent of each Member's percentage interest in the Company. A Member will not be obligated to contribute additional capital. The Manager will have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 days from the date a call is made.

(c) Withdrawals of Capital. No Member may withdraw any part of its capital contribution or receive any distributions from the Company except upon dissolution of the Company and

as specifically provided by this Agreement.

(d) Loans to Company. No Member shall lend or advance money to or for the Company's benefit without the written approval of a majority of the other Members. If any Member, with the written consent of a majority of the other Members, lends money to the Company in addition to its contribution to Company capital, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be approved in writing by the Members. The liability shall not be regarded as an increase of the lending Member's capital, and it shall not entitle it to any increased share of the Company's net income, distributions or voting rights.

Section 2.2 Units in the Company. Each Member shall be issued by the Company the number of Units stated in Section 2.1(a) above. Thereafter, each Member who makes an additional capital contribution to the Company shall be issued additional Units by the Company, based upon the fair market value of the property contributed and the per Unit fair market value of the Company at the time of the additional contribution. Fair market value shall be determined in the sole discretion of the Manager. The Company shall have the power to issue any number of Company Units as necessary to give effect to this Section 2.2. Company Units and Percentage interests of each Member shall be set forth in attached Schedule A.

ARTICLE III

PROFITS AND LOSSES; DISTRIBUTIONS; DRAWING ACCOUNTS

Section 3.1 Interest in Profits and Losses. The Company's profits and losses shall be allocated among the Members in proportion to their respective Company percentage interests.

Section 3.2 Determination of Net Income and Net Losses. The Company's profits or losses for each fiscal year shall be determined as soon as practicable after the close of that fiscal year.

Section 3.3 Tax Status, Allocations and Reports.

(a) Unless otherwise agreed upon by the Members, the Company shall, for tax purposes, utilize the method of depreciation which will result in the greatest amount of deduction in each year.

(b) The Manager shall prepare, or cause to be prepared, all tax returns which must be filed on behalf of the Company with any taxing authority and make timely filing thereof. The cost thereof shall be borne by the Company.

(c) For accounting and federal and state income tax purposes, all income, deductions, credits, gains and losses of the Company shall be allocated to the Members in proportion to their respective Membership percentage interest. Any item stipulated to be a Company expense under the terms of this Agreement, or which would be so treated in accordance with generally accepted accounting principles, shall be treated as a Company expense for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

(d) In the event that the Company has taxable income that is characterized as ordinary income

under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recaptured income equal to the Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(c) The Members agree that amortization of any intangibles will be based on the tax basis of the contributions.

Section 3.4 Tax Allocations : Code section 704(c). In accordance with Code Section 704(c) and the Regulations there under, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company.

In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations there under.

Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Notwithstanding the preceding allocations, and to the extent the Manager deems it necessary to insure that the Operating Agreement and the allocations there under meet the requirements of the Code and the allocation regulations, allocations of the following type and in the following priority will be made to the appropriate Members in the necessary and required amounts as set forth in the Regulations before any other allocations under this Article III.

(a) Member nonrecourse debt minimum gain chargeback under the Regulations;
(b) In the event any Members unexpectedly receive any adjustments, allocations, or distributions described in various Regulations sections, items of Company income and gain to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance amounts Members are obligated to restore under this Agreement.)

(c) Member nonrecourse deductions under Regulations Section 1 .704-2(i) which will in all cases be allocated to the Member which bears the economic risk of loss for the indebtedness to which such deductions are attributable.

Section 3.5 Code Section 754Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1 .704- 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

Section 3.6 Company Expenses. All legal fees (except legal fees and expenses incurred by each

Member individually in connection with the formation and organization of the Company) architectural, engineering, consulting and other similar fees and expenses reasonably incurred by the Manager in connection with the operation of the Company shall be deemed Company expenses and shall be reimbursed out of Company funds when such expenses and fees have been approved by the Manager.

Section 3.7 Net Cash From Sales or Refinancing. Except as otherwise provided in this Agreement, Net Cash From Sales or Refinancing shall be distributed, at such times as the Manager may determine, to the Members in proportion to their Company membership percentage interests.

Section 3.8 Cash Distribution to Members.

(a) The term "distributable funds" shall mean the amount by which the total of the cash on hand and in the Company's bank accounts (excluding net cash derived from sales or refinancing) is in excess of the reasonable cash requirements and repair and replacement reserves of the Company. The cash requirements shall include, but not be limited to, the amounts reasonably (in accordance with generally accepted accounting procedures) required for taxes, insurance premiums, debt service and other expenses of the Company. In addition, reasonable cash requirements shall include reserves for future acquisitions and development of real estate and other Company business and investment interests.

(b) The Company's distributable funds shall he determined and distributed at such times as the Manager may in its sole discretion determine that funds are available and earnings may be retained by the Company and transferred to Company Capital for the reasonable needs of the business as determined in the sole discretion of the Manager. Any distributions shall be in the following order of priorities:

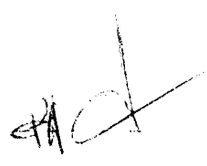
(1) To Member(s) in proportionate amounts sufficient to cover taxes owed by the Members as a result of the income and operations of the Company, in making this distribution the highest income tax rate for married individuals filing jointly shall be assumed for each Member.

(2) To make payments on any outstanding loans by any Member to the Company in accordance with the terms of said loans.

(3) Finally, any remaining distributable funds shall be given to each Member according to his Capital Account balance.

Section 3.9 Taxation Classification of company. The Company shall be presumed to be taxed as a partnership pursuant to income tax regulations §~ 301 .7701 1 through 301 770 1 -3. However, should the Company, pursuant to N.R.S. 86. 151, be organized or exist with one member, the partnership tax provisions as set forth in this agreement shall be suspended and the Company shall be presumed to be taxed as a sole proprietorship, if a one member Company ever adds another member to the Company the provisions in this agreement relating to partnership taxation shall thereupon be reinstated.

Notwithstanding the foregoing, in the event an election is in effect to have the Company taxed as an S corporation under Code Section 1 361, all provisions of this Agreement that are intended to comply with partnership tax treatment shall be disregarded and all distributions, current or liquidating, shall be made to the Members in proportion to their respective Company percentage interests so as to comply with the one class of stock requirement of Code Section 1361.



ARTICLEL IV

LIMITED LIABILITY COMPANY ACCOUNTING and MEETINGS

Section 4.1 Fiscal Year; Accounting Method. The Company's 'fiscal year shall be from January 1 to December 31, and income or losses shall be reported on a cash basis for tax purposes.

Section 4.2 Company Books.

(a) Proper and complete books of account of the Company business shall be kept at the Company's principal place of business or such other place as the Manager shall designate The books of account shall be maintained on a cash basis.

(b) Each Member, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

Section 4.3 Capital Accounts. An individual capital account shall be maintained for each Member, and the balance of said account shall be determined in accordance with the terms above.

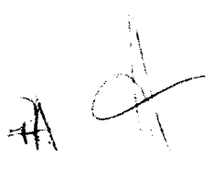
Section 4.4 Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Manager. Withdrawals from such bank accounts shall be made only by parties previously approved, in writing, by the Manager.

Section 4.5 Annual Report. Within ninety (90) days after the end of each fiscal year of the Company or within such longer period as is reasonably necessary, the Manager shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company federal income tax returns for that fiscal year, and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

Section 4.6 Company Meetings. In the sole discretion of the Manager or upon the written request of a majority of the Members, a meeting may be held for all Members. The Manager shall review and discuss the financial statements at the meeting and report to the Members the financial condition of the Company. Upon the determination that the annual meeting shall take place, it shall be held at a place and time designated by the Manager. All Members shall receive prior notice of the date, time, and place of the meeting.

ARTICLE V

RIGHTS, POWERS AND DUTIES OF MANAGER(S)



Section 5. Authority of the Manager. The business of the Company shall be under the exclusive control and management of the Manager(s) who shall act by a majority vote in all business affairs. For these purposes a Manager shall have one vote. The Members shall not participate in the management of the business of the Company. The Managers shall have the right and power to:

(a) Acquire land, buildings or any other interest in real estate;

(b) Acquire by purchase, lease or otherwise any personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of Company Property;

(d) Care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(e) Contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(f) Borrow money, mortgage or encumber Company Property in order to further the purposes of the Company;

(g) Sell or otherwise transfer Company Property or any part or parts thereof;

(h) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company Property and Manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a Company under the laws of each state in which the Company is then formed or qualified.

(i) Make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law

(1) to adjust the basis of Company Property pursuant to Code Sections 754, 734, 743 or comparable provisions of state or local law, in connection with transfers of Membership interests and distributions to Members.

(2) to extend the statute of limitations for assessment of tax deficiencies against Members and Membership interest holders in their capacity as Members and Membership interest holders, and

(3) to execute any agreement or other documents relating to or affecting such tax matters or otherwise affect the rights of the Company, Members and Membership interest holders. The Manager(s) are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar capacity under state or local law.

(j) Select or vary depreciation and accounting methods and make other decisions with respect to treatment of various transactions for federal income tax purposes, consistent

with the other provisions of this Agreement.

(k) Invest and reinvest principal and income in such securities and properties as the Manager shall determine. The Manager is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size or concentration), specifically including, but not by way of limitation, deeds of trust, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Manager is personally interested or in which a Manager owns an interest.

(l) Have the power to invest Company assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected, in addition, the Manager shall have the power to buy and sell stock rights and stock warrants;

(2) Determine whether or not distributions should be made to the Members, except as may specifically be set forth elsewhere in this Agreement; or

(3) Determine the maximum and minimum cash requirements of the Company.

Section 5.2 Authority to Pay Certain Fees and Expenses. The Members hereby acknowledge that in certain instances there may be certain circumstances that make it appropriate for the Company to contract for the performance of services or the purchase, sale or other disposition of goods or other property, by or with some other party or entity related to or affiliated with the Members, or any one of them, or with respect to any entity to which the Members or any one of them may have a direct or indirect ownership or controlling interest; however, in each such instance:

(a) Any such services, goods or property obtained from any such person or entity shall he on terms no less favorable to the Company than those reasonably available from third parties.

(b) The sale, lease or other transfer of any portion of the Property to any such person or entity shall be on terms and at a price no less favorable to the Company than those reasonably available to third parties.

(c) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices.

Section 5.3 Waiver of Self-Dealing.

(a) The Manager(s) shall have the authority to enter into any transaction on behalf of the Company despite the fact that another party to the transaction may be (1) a trust of which

a Member is a trustee or beneficiary; (2) an estate of which a Member is a personal representative or beneficiary; (3) a business controlled by one or more Members or a business of which any Member is also a director, officer or employee; (4) any affiliate, employee, stockholder, associate, manager, partner, Member or business associate; *(5)* any Member, acting individually; or (6) any relative of a Member; provided the terms of the transaction are no less favorable than those the Company could obtain from unrelated third parties.

(b) A Member may engage in or possess an interest in any other business or venture of any nature and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member the right to participate. Neither the Company nor its Members shall have by virtue of this Agreement any right in any independent venture or its income or Profits.

Section 5.4 Right to Rely on Manager. Any Person dealing with the Company may rely upon a certificate signed by all of the Members as to:

(a) The identity of the Manager;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

Section 5.5 Bond. No one serving as a Manager will be required to furnish a fiduciary bond or other security as a prerequisite to his, her or its service.

Section 5.6 The Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their best efforts to carry out the purposes of the Company for the benefit of all the Members. in exercising their powers, the Managers recognize their fiduciary responsibilities to the Company. The Managers shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in their immediate possession and control. The Managers shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Company and its Members. The Managers shall comply with all rules, regulations, and duties incumbent upon a Manager acting in its fiduciary capacity on behalf of the Company and the Members and shall be liable for any breach of such fiduciary duties, whether any such breach is willful or negligent.

ARTICLE VI

SALARY TO MANAGER

It is the intention of all the Members that each Manager may receive a reasonable compensation for services rendered to the Company. Therefore, the Managers may receive a reasonable salary for

services rendered, payable at least annually. If paid, this salary shall be in addition to their respective share of the Company's profits. The amount of compensation paid to a Manager may be reviewed and adjusted periodically.

ARTICLE VII

ROLE AND LIABILITY OF MEMBERS

Section 7.1 Rights or Powers. Except as otherwise set forth below, the Members shall have no rights or powers to take part in the management and control of the Company and its business and affairs.

Section 7.2 Voting Rights. The Members shall have the right to vote on the matters explicitly set forth in this Agreement. Those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting.

Section 7.3 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond its capital contribution.

In accordance with Nevada law, a Member may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this Section, the Members intend that no distribution to any Member of distributable funds or of the proceeds of any sale or financing shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the Manager.

Section 7.4 Representations of Members. Each Member hereby represents and warrants to the other Members and to the Company that such Member,

(a) Understands and agrees that its interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption there for;

(b) Takes its interest for its own account and not with any intent towards the resale or distribution thereof;

(c) Has read and fully understands and agrees to be bound by all of the terms and provisions of this Agreement.

(d) To the extent that such Member has had any questions with respect to the Company, this Agreement or any other matter bearing upon such Member's decision to enter into the Company, has had a full and complete opportunity to make inquiry of the Managers and has had all of its questions answered to its full and complete satisfaction.

(c) Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with its own independent legal, tax and investment advisers, and has determined that the investment in the Company is suitable to the Member, both in terms of its investment objectives and in terms of its financial situation, and

(f) Understands that the investment in the Company is a high risk, illiquid investment, that transfer of the Membership interest is restricted pursuant to the Company Operating Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933, among which are included a requirement that, prior to a transfer, offer, or sale, either a registration statement under such act and under the applicable state securities laws be filed covering interests in the Company, or an exemption from registration under such act and under such state securities laws is available.

Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Members will not sell, assign or otherwise transfer all or any portion of its interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant and agree.

ARTICLE VIII

SALE OF A LIMITED LIABILITY MEMBERSIP INTEREST

Section 8.1 Sale of Interest of Member. A Member may sell his Membership interest, but only after he has first offered it to the Company or other Members and under the conditions as follows:

(a) The Member shall give written notice to the Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For one hundred twenty (120) days from receipt of the written notice from the Member, the Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the offer is rejected in whole or in part by the Company, the interest or the remaining interest of the Member shall next be offered in writing to the other Members for a period of thirty (30) days next following expiration of the one hundred twenty (120) day period. The offer to the other Members shall be pro-rated in accordance with the ratio of the Membership interests of each Member to the total Membership interest of all the Members other than the one making the offer, on the terms and at prices (as to each offeree) determined by pro-rating the price. If not all the remaining interest is disposed of under the apportionment, each Member desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the Company determined under Article III bears to the interest in the capital of the Company of all other Members desiring to purchase portions of the remaining interest. Any unaccepted Limited Liability interest shall continue to be offered to all Members

who have not rejected any of the pro-rata interests offered to them until all the Membership interest has been purchased or the remaining Limited Liability interest has been rejected by all Members. Each offer period following the initial 30-day period provided for above shall continue for only fifteen (15) days following expiration of the prior offer period.

(d) Notwithstanding the foregoing in 8.1(b) and 8.1 (c) above, the purchaser(s) of the Membership interests shall have the options to make payment for the interest as follows:

(1) The Company or Members purchasing the interest shall be entitled to pay upon closing an amount equal to the present value of the offer made by the prospective purchaser, discounted at the average of the prevailing prime rate of the three largest banks in Nevada, less one (1) percent; or

(2) The Company or Members purchasing the interest may pay ten percent (10%) of the total purchase price on closing, and the balance payable over a period of time not in excess often years, as evidenced by an installment promissory note, payable in equal annual installments over the term of the note, the first annual payment coming due on the date which is one (1) year from the closing date of sale of the Membership interest, bearing interest at the average of the then prevailing prime rate of the three largest banks in Nevada, less one (1) percent.

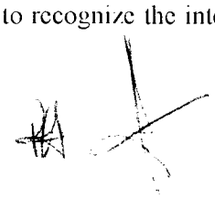
(e) If the Company or other Members do not exercise the option to acquire his interest, the Member shall be free to sell his Membership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Member.

(f) Any sale or transfer or purported sale or transfer of any Membership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any Member's interest in the Company shall be subject to all the terms, conditions, restrictions an and obligations of this agreement, including the provisions of this Article.

Section 8.2 Assignment. A Member may make a gratuitous assignment of his Membership interest to other Members without the consent of any other Member. A Member may sell his Membership interest to other Members in the same manner as provided in 8.1, as though the purchasing Member were a third-party purchaser.

Section 8.3 Estate Planning Transfers. A Member will also have the right to make estate planning transfers of all or any part of his or her ownership interest in the Company. The term "estate planning transfer" will mean any transfer (a) by any Member on account of such Member's death to a transferee permitted under this Section 8.3; (b) by a Member to a trust for the benefit of, or a corporation or partnership at least eighty percent (80%) of the equity of which is owned by the Member, the Member's spouse or Lineal Ancestors or Lineal Descendants of the Member; (c) by way of dissolution or liquidation to the beneficiaries or equity owners of a trust, corporation or partnership that would qualify as a transferee under clause (b) of this sentence; or (d) in respect to any individual Member, the transfer or assignment by gift or bequest to such Member's Lineal Ancestors or Lineal Descendants. In the event of any transfer pursuant to this Section, the Assignee Member shall be bound by this Agreement. In no event, however, shall any transfer pursuant to this Section 8.3 relieve the transferor of any of its obligations under this Agreement.

Section 8.4 Unauthorized Transfers. The Company will not be required to recognize the interest



of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. If the ownership of a Membership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership interest, the Company may accumulate the income until this issue is fully determined and resolved. Accumulated income will be credited to the capital account of the Member whose interest is in question.

Section 8.5 Substituted Member. No assignee or transferee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

(a) The Manager(s), and a majority in interest of all of the Members (not including any assignee of a Membership interest) have consented in writing to the admission of the assignee as a substituted Member;

(b) The fully executed and acknowledged written instrument of assignment which has been filed with the Company sets forth the intention of the assignor that assignee become a substitute Member;

(c) The assignor and assignee execute and ackn9wledge such other instruments as the Manager(s) may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement; and

(d) A reasonable transfer fee, not exceeding $1,000.00, has been paid by assignee to the Company.

The Manager will be required to amend the Agreement of the Company only annually to reflect the substitution of Members. Until the Agreement of the Company is so amended, an assignee shall not become a substituted Member.

The death, legal incapacity, bankruptcy, or dissolution of a Member shall not cause a dissolution of the Company, but the rights of such Member to share in the income or loss of the Company and to receive distributions shall, on the happening of such an event, devolve on his personal representative, or in the event of the death of one whose Membership Interest is held in joint tenancy, pass to the surviving joint tenants, subject to the terms and conditions of this Agreement. However, in no event shall such personal representative or surviving joint tenant become a substituted Member solely by reason of such capacity. It is understood that each of the Members who are individuals will have made provision for a testamentary disposition of their Interest in the Company to a transferee(s) permitted under Section 8.3, so that upon death their beneficiary or beneficiaries will be directed to accede to the Membership Interest and this Agreement. If a Member's death results in a transfer that is not in compliance with this understanding, the interest of the deceased member shall be treated as an interest passing to an unapproved transferee and shall be specifically subject to the terms and conditions of Section 8.7 below. The estate of the Member shall be liable for all the obligations of the deceased or incapacitated Member.

Except as specifically provided in Section 8.9, in the event a vote of the Members shall be taken pursuant to this Agreement for any reason, a Member shall, solely for the purpose of determining the number of Membership interests held by him in weighing his vote, be deemed the holder of any Membership interest assigned by him in respect of which the assignee has not become a substituted Member.

Section 8.6 Non-Registration of Securities. The ownership and transfer of a limited liability company interest is further subject to the following disclosure and condition:

THE LIMITED LIABILITY MEMBERSHIP INTERESTS OF LE MACARON LLC HAVE NOT BEEN, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED LIABILITY INTERESTS OF LE MACARON LLC MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION AND COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO LE MACARON LLC.

Section 8.7 Purchase of Membership Interests from Unapproved Transferees. If any person or agency should acquire an interest of the Company as the result of an order of a court of competent jurisdiction including, but not limited to, an order incident to divorce, insolvency, or bankruptcy of a Member which order the Company is required to recognize, or if a Manager or Member makes an unauthorized transfer of a Membership interest which the Company is required to recognize, the interest of the transferee may then be acquired by the Company upon the following terms and conditions:

(a) The Company will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Company is required to recognize the transfer.

(b) The Company will have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Membership interest will be the first day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee agree otherwise, the fair market value of a Membership interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. In the event the parties cannot agree upon one appraiser, then the buyer and seller of the Membership interest shall each select an appraiser ("Appraiser 1 and "Appraiser 2" respectively); the two appraisers shall jointly select a third appraiser ("Appraiser 3"). The value arrived at by appraisal shall be determined by Appraiser 1 and Appraiser 2 submitting their separate appraisals to Appraiser 3. Appraiser 3 shall independently review the appraisals and shall select one appraisal between the two appraisals submitted as the appraisal which, in the opinion of Appraiser 3 best represents the value of the limited liability company, and that appraisal so selected shall be used to determine the value of the limited liability company interest being sold pursuant to this Section 8.7. All appraisals shall include adjustments to recognize appropriate valuation discounts, including but not limited to discounts for marketability and lack of control.

(d) Closing of the sale will occur at the registered office of the Company at 10:00 o'clock am. on the first Tuesday of the month following the month in which the valuation report is completed and delivered to the parties to the sale. During the period of time prior to the closing date, the transferee will be considered a non-voting owner of the Membership interest.

(e) In order to reduce the burden upon the resources of the Company, the Company will have

the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or the remaining term of the Company if less than 10 years) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Manager. The term "market rates" will, mean the average of the rates of interest prescribed as their "prime rate" by the three largest banks in the State of Nevada on the first day of a the then calendar year, less one percent (1%). If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest then required by law The first installment of principal, with interest due thereon, will he due and payable on the first day of the calendar year following closing, and subsequent annual installments.

with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Company will have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(f) The Manager may assign the Company's option to purchase to one or more of the remaining Members (this with the affirmative consent of no less than *50%* of the remaining Members, excluding the interest of the Member or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.

(g) Neither the transferee of an unauthorized transfer nor the Member causing the transfer will have the 'right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

Section 8.8 Conditions of Transfer of Member's Interest. Subject to any restrictions on transferability required by law or contained elsewhere in this Agreement, all transfers of Membership interests shall be subject to the following restrictions, conditions, terms, duties, and obligations:

(a) The assignee meets all of the requirements applicable to a Substituted Member and consents in writing in a form satisfactory to the Manager to be bound by the terms of this Agreement;

(b) The Managers consent in writing to the assignment, which consent shall be withheld only if such assignment does not comply with Section 8.7(a), if such assignment is to a tax exempt entity or a nonresident alien, or if such assignment would jeopardize the status of the Company as a Partnership for federal income tax purposes, would cause the Company to be terminated under Code Section 708, or would violate, or cause the Company to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law; and

(c) If requested by a majority of the Members, an opinion from counsel for the Company is delivered to the Managers at the expense of the transferring Member stating that, in the opinion of said counsel, such assignment would not jeopardize the status of the Company as a partnership 'for federal income tax purposes, would not cause the termination of the Company under Code Section 708, and would not violate, nor cause the Company to violate,' any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law.

(d) By executing this Agreement, each Member shall be deemed to have consented to any assignment consented to by the Managers. Anything herein to the contrary notwithstanding, in no event shall an assignment he made to a minor or to an incompetent (except in trust or pursuant to the Uniform Transfers to Minors Act).

(e) Each Member agrees that he will, upon request of the Managers, execute such certificates or other documents and perform such acts as the Managers deem appropriate after an assignment of that Member's Interest to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is doing business. For purposes of this Section 8.8, any transfer of any interest in the Company, whether voluntary or by operation of law, shall be considered an assignment.

(f) Each Member agrees that he will, prior to the time the Managers consent to an assignment of any interest by that Member, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such assignment.

(g) Each of the Members, by executing this Agreement, hereby covenants and agrees that he will not, in any event, sell or distribute any interest unless, in the opinion of counsel to the assignee (which counsel and opinion shall be satisfactory to counsel for the Company), such interest may be legally sold or distributed in compliance with then-applicable federal and state statutes

(h) Anything herein to the contrary notwithstanding, both the Company and the Managers shall be entitled to treat the assignor of an interest as the absolute owner thereof in all aspects, and shall incur no liability for distributions made in good faith to him, until such time as a written assignment that conforms to the requirements of this Article Viii has been received by the Company and accepted by the Managers.

ARTICLE IX

DURATION OF BUSINESS and DISSOLUTION

Section 9.1 Duration. The Company shall continue:

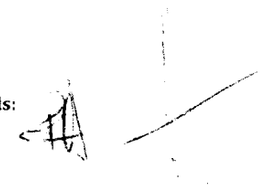
(a) until all interests in the property acquired by it have been sold or disposed of, or have been abandoned, or

(b) until dissolved and terminated as provided for herein below.

Section 9.2 Termination of the Company. The Manager may terminate the interest of a Member and expel him:

(a) For interfering in the management of the Company affairs or otherwise engaging in conduct which could result in the Company losing its tax status as a partnership

(b) If the conduct of a Member tends to bring the Company into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or



(c) For failing to meet any commitment to the Manager in accordance with any written undertaking.

In each of the foregoing events, the termination shall not result in the forfeiture to the Member of the value of his interest in the Company at the time of termination.

Section 9.3 Dissolution of Company. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) The written consent or affirmative vote to dissolve the Company of all the Manager(s) and at least 90% of the then outstanding Membership interests.

(b) The failure to elect a successor to the Manager within 180 days of the death, resignation or removal of the surviving Manager.

(c) Voluntary dissolution of the Company by agreement of all of the Members.

(d) The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.4 Reformation of Company. In the event of dissolution, the Members owning more than *50%* of the then outstanding Membership interests may determine to re-form the Company and elect a new Manager in place of the Manager and continue the Company's business. In such event, the Company shall be dissolved and all of its assets and liabilities shall be contributed to a new Company which shall be formed and all parties to this Agreement and such new Manager shall become parties to such new Company. For purposes of obtaining the required vote to re-form the Company, Members owning 10% or more of the then outstanding Membership interests may cause to be sent to Members of record, as of a date no more than twenty (20) days prior to the date fixed by such Members for holding a Company meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Company shall be deemed expenses of the Company.

Section 9.5 Distribution upon Termination. In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company, shall sell all the Company assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof., and after paying all liabilities, and including all costs of dissolution, and subject to the right o:f the Manager to set up cash reserves to meet short-term Company liabilities and other liabilities or obligations of the Company, shall distribute the remainder ratably to the Members pursuant to the relevant provisions of this Agreement.

Section 9.6 Procedure Upon Dissolution. On any dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation or preserve and distribute its assets in kind promptly on dissolution. A notice of dissolution shall he published under applicable Nevada law, or as otherwise appropriate.

Section 9.7 Winding Up Of The Company. Upon the dissolution of the Company, the proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall, be applied and distributed in the following order of priority:

(a) To the payment and discharge of all of the Company's debts and liabilities and the

expenses of liquidation;

(b) To the creation of any reserves which the Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member;

(d) To the Members according to their respective Company capital accounts.

Section 9.8 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members in the proportions of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits and losses, subject, however, to any allocation of gain or loss which may otherwise be required under the Internal Revenue Code of 1986, as amended.

Section 9.9 Company Continuity. For so long as the Company shall exist, each Member waives the right to compel a dissolution of the Company or to compel a partition of the property of the Company. No Member will have an ownership interest in the property of the Company. The Company, as an entity for federal income tax purposes and for state law purposes, will not terminate by reason of:

(a) the death, disability, bankruptcy or insolvency of a Member;

(b) the addition of a Manager or Member or the death, disability, removal, resignation or other act of withdrawal of a Manager or Member, unless at the conclusion of 180 days from the act of withdrawal, the Company does not, in fact, have at least one Manager or Member;

(c) the withdrawal or expulsion of a Member unless there are no remaining Members; or,

(d) any other act or omission to act, not having the approval or consent of all Members, which is or may be construed to be a termination of the Company as an entity under Nevada law.

To the greatest extent permitted by Nevada law, any act or omission to act shall be resolved favor of a continuation of the Company, without the requirement of liquidation and winding up.

ARTICLE X

REMOVAL, WITHDRAWAL AND ADMISSION OF SUCCESSOR MANAGERS

Section 10.1 Manager(s). The Managers of the Company shall be JEAN-FRANCOIS RIGOLLET AND MAX JOLY.

Section 10.2 Cessation. A person shall cease to be a Manager upon the removal or withdrawal in accordance with Sections 10.2 and 10.3 hereof, dissolution, legal incapacity, bankruptcy, death, adjudication of incompetence or any of the other events set forth in the Act and all of such Manager's

rights and powers as a Manager shall be terminated, and such person shall cease to be a Manager. Any of the remaining Managers shall have the right to continue the business of the Company.

Section 10.3 Removal of a Manager. The Original Manager may be removed only upon the written consent or affirmative vote of Members owning greater than 85% of the then outstanding Membership interests. Upon the written consent or affirmative vote of Members owning greater than 85% of the then outstanding Membership interests, any Successor Manager may be removed if, simultaneously with such removal, a Successor Manager is elected by the Members owning greater than 85% of the then outstanding Membership interests. Written notice of such determination setting forth the effective date of such removal shall be served upon the Manager, and as of the effective date, shall terminate all of such persons rights and powers as a Manager.

Section 10.4 Withdrawal of a Manager. Upon 30 days notice to the Members, any Manager may withdraw as a Manager at any time, provided that such Manager delivers to the Company an opinion of competent counsel to the effect that such withdrawal will not adversely affect the classification of the Company as a partnership for Federal income tax purposes or classification as a Company for purposes of state law.

Section 10.5 Election of New Managers. In the event any person ceases to be a Manager pursuant to Sections 10.2, or 10.3, and as a consequence thereof the Company has no Manager, any Member may nominate one or more persons for election as Managers. No person shall become a Manager unless elected by an affirmative vote of a majority in interest of the Members.

Section 10.6 Amendment to the articles of organization of the Company. In the event a Manager is unwilling or unable to sign a required amendment to the Articles of Organization of the Company as evidence of withdrawal, substitution or addition of a Manager, the amended Articles may be signed by:

(a) the remaining Managers, if more than one Manager is then serving, and any successor elected by the Members or as otherwise designated by the Operating Agreement; or,

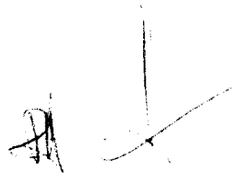
(b) if but one Manager was serving, and who ceases to serve for any reason, by the new Manager or Managers, as substitute or successor, and at least 85% interest of the Members.

Each Manager serving or to serve in the capacity of a Manager does hereby appoint its successor (or if there is more than one Manager serving at the time a Manager shall refuse or be unable to act, the remaining Manager or Managers) as its attorney in fact, to sign the amended certificate on its behalf.

Section 10.7 Termination of executory Contracts With the Terminated Manager or Affiliates. All executory contracts between the Company and a Manager removed pursuant to Sections 10.2 or 10.3 hereof, may be terminated by the Company effective upon sixty (60) days prior written notice of such termination to the Manager. The removed Manager thereof may also terminate and cancel any such executory contract effective upon sixty (60) days prior written notice of such termination and cancellation given to the Company.

ARTICLE XI

POWER OF ATTORNEY



Section 11.1 Manager as Attorney-In-Fact. Each Member hereby makes, constitutes and appoints each Manager and each successor Manager, with full power of substitution and re-substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file and record:

(a) This Agreement and all agreements, certificates, instruments and other documents amending or changing this Agreement as now or hereafter amended which the Manager may deem necessary or appropriate as permitted under the Company Operating Agreement to reflect only the following amendments or changes:

(1) the exercise by any Manager of any power granted to it under this Agreement;

(2) any amendments adopted by the Members in accordance with the terms of this Agreement;

(3) the admission of any substituted Member or Manager; and

(4) the disposition by any Member of its interest in the Company; and

(b) Any certificates, instruments and documents as may be required by, or may be appropriate under, the laws of the State of Nevada or any other state or jurisdiction in which the Company is doing or intends to do business.

Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing.

Section 11.2 Nature as Special Power. The power of attorney granted pursuant to this article:

(a) Is a special power of attorney coupled with an interest;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its interest in the Company, except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Manager, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments. This Agreement may be amended at any time, and from time to time, upon the written approval of the Manager(s) and greater than *85%* of the Membership interests.

Section 12.2 Nature as Special Power. Any written notice to any of the Members required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid and addressed to the party at its last known address. Notices to the Company shall be similarly given, and addressed to it at its principal place of business.

Section 12.3 Governing Law. This Agreement is intended to be performed in the State of Nevada and the laws of that State shall govern its interpretation and effect.

Section 12.4 Successors. This Agreement shall be binding on and inure to the benefit of the respective Member's successors and assigns, except to the extent of any contrary provision in this Agreement.

Section 12.5 Severability. If any term, provision, covenant, condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 12.6 Entire Agreement. This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Member to be charged.

Section 12.7 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 1 2.8 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 12.9 Time. Time is of the essence with respect to this Agreement.

Section 12.10 Headings. Section and other headings, contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.11 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 12.12 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 12.13 Waiver of Action for Partition. Each of the Members irrevocably waives any right that they may have to maintain any action for partition with respect to any of the Company Property.

Section 12.14 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 12.15 Further Documents. Each Member agrees to perform any further acts and to

execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

Section 12.16 Attorney's Fees. If an action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the Court.

Section 12.17 Elections Made by the Company. All elections required or permitted to be made by the Company under the internal Revenue Code shall be made by the Manager(s) in such manner as will in their judgment be most advantageous to a majority in interest of the Members.

IN WITNESS WHEREOF, the Managers and Members have executed this OPERATING AGREEMENT of LE MACARON LLC on the day above written.

MANAGERS:

JEAN-FRANCOIS RIGOLLET

MAX JOLY

MEMBERS:

BYDOO LLC, JEAN-FRANCOIS RIGOLLET

MAX JOLY

PATRICIA JOLY

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 12th day of July, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Max C July, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 12th day of July, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jean-Frances Fiquet, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the 01 day of August, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared [illegible] July, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

JESSICA ARANA
Notary Public, State of Nevada
Appointment No. 11-3855-1
My Appt. Expires Dec 29, 2014

NOTARY PUBLIC

SCHEDULE A
to
Operating Agreement
for

LE MACARON LLC

ORIGINAL CONTRIBUTION OF ASSETS
(Per Article II of the Operating Agreement)

MEMBER:	PERCENTAGE INTEREST:	UNITS:
BYDOO LLC	50%	500
MAX JOLY	25%	250
PATRICIA JOLY	25%	250

EXHIBIT 6

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");

B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% membership interest in the Company (the "Membership Interest");

D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement.
In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller $360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of $437,980 as of September 29th 2015). Payment is schedule as follow: $100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, $50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, $70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of $140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.

2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:
a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Covenant Not to Compete; Promise of Confidentiality. Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.

13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public

CLIFFORD CAPALA
Notary Public, State of Nevada
Appointment No. 11-4166-1
My Appt. Expires Dec 24, 2018

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public

CLIFFORD CAPALA
Notary Public, State of Nevada
Appointment No. 11-4166-1
My Appt. Expires Dec 24, 2018

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee thatthere are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public

CLIFFORD CAPALA
Notary Public, State of Nevada
Appointment No. 11-4166-1
My Appt. Expires Dec 24, 2018

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public

CLIFFORD CAPALA
Notary Public, State of Nevada
Appointment No. 11-4166-1
My Appt. Expires Dec 24, 2018

EXHIBIT 7

THE OPERATING AGREEMENT OF

BYDOO LLC

THIS OPERATING AGREEMENT ("Agreement") dated this 4th day of April 2011, is made by JEAN-FRANÇOIS RIGOLLET, for the purpose of creating the Operating Agreement of BYDOO LLC, a Nevada series limited-liability company. The parties to this Agreement are sometimes referred to hereinafter collectively as the "Member" or "Members", as the case may be. In addition, this Agreement is entered into by JEAN-FRANÇOIS RIGOLLET, as Manager of the Limited Liability Company.

WITNESSETH:

NOW THEREFORE, with the full acknowledgement of the facts as recited herein and in consideration of the mutual promises of the Members hereto, one to another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

Section 1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become Member(s) and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the limited purposes and scope set forth herein below.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Limited Liability Company as specified herein shall be construed in accordance with N.R.S. 86.010, *et. seq.*

(c) BYDOO LLC is a Nevada series limited-liability company formed pursuant to N.R.S. Chapter 86, Title 7. The assets of BYDOO LLC are separate and distinct from the assets of any other series or limited-liability Company created in connection with BYDOO LLC. The debts and liabilities of this Company are enforceable against the assets of BYDOO LLC only. The debts and liabilities are not enforceable against any other series or limited-liability Company in connection with BYDOO LLC.

Section 1.2 Name of Limited Liability Company. The Limited Liability Company's business shall be conducted solely under the name of the BYDOO LLC, (hereinafter referred to as "Company").

Section 1.3 Purposes and Scope of the Limited Liability Company.

(a) The purposes of the Company are to manage, buy, sell and otherwise deal with any and all investments and properties in whatever manner the Members shall choose. The Members further agree to acquire and have the Company manage all the appurtenant rights, easements and interests in any real property, and such activities as may be incidental thereto, and such other related business as may be agreed upon by the Members. The specifications of a particular type of business herein shall not be deemed a limitation on the general powers of the Company. The Company may own such assets as may be necessary to conduct the Company's business and may engage in any other activities or business incidental or related to furthering its general purpose.

(b) No Member shall have any authority to act for or to assume any obligations or responsibility on behalf of any other Member or the Company.

Section 1.4 Articles of Organization. Concurrently with, or prior to, the execution of this Agreement, Articles of Organization shall be filed with the Secretary of State. The Articles of Organization have been or shall be recorded in the office of the Secretary of State of the State of Nevada. The Manager agrees to execute, acknowledge, file record and/or publish as necessary, such amendments to said Articles of Organization as may be required by this Agreement or by law and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

Section 1.5 Principal Place of Business. The principal office and place of business of the Company shall be at 7935 W Badura Ave #1030, LAS VEGAS, NEVADA, 89113, or at such other place as the Members shall from time to time determine.

Section 1.6 Term of Company. The Company shall begin on the day the Articles of Organization are filed with the Secretary of State and shall have a perpetual existence or until terminated pursuant to the terms and conditions of this Agreement.

Section 1.7 Definitions - General. Capitalized words and phrases used in this Agreement have the following meanings;

(a) "Act" means Chapter 86 of the Nevada Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Contribution" means, as of any day, a Member's Capital Contributions reduced by the sum of (i) any liabilities of such Member that are assumed by the Company (at any time) or that are secured by any property contributed to the Company (at the time of such contribution) by such Person and, (ii) the aggregate distributions to such Member. In the event any Member transfers all or any portion of its interest in accordance with the terms of this Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred interest.

(c) "Capital Account" means, with respect to any Member a capital account maintained as follows:

(1) By increasing such account with:

(A) such Member's Capital Contributions,

(B) the distributive share of Profits and any items of or in the nature of income or gain that are allocated to such Member, and

(C) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member, and

(2) By decreasing such account with;

(A) the amount of any cash (not including decreases in such Member's share of Company liabilities pursuant to Section 752(b) of the Code) and the Gross Asset Value of any other Company Property distributed to such Member pursuant to any provision of this Agreement,

(B) the distributive share of Losses and any items of or in the nature of expenses or losses that are allocated to such Member, and

(C) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed to the Company by such Member.

Immediately prior to liquidation of the Company, capital accounts shall be adjusted as necessary to reflect the fair market value of assets to be distributed among the Members. .

For purposes of this Section, liabilities are considered assumed only to the extent the assuming party is thereby subjected to personal liability with respect to such obligation, the oblige is aware of the assumption and can directly enforce the assuming party's obligation, and as between the assuming party and the party from whom the liability is assumed, the assuming party is ultimately liable.

In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that such Capital Account related to the transferred interest.

(d) "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest held by such Member. For purposes of this Section, money contributed to the Company does not include increases in any Member's share of Company liabilities pursuant to Section 752(a) of the Code.

(e) "Code" means the Internal Revenue Code of 1986, as amended 'from time to time (or any corresponding provisions of succeeding law).

(f) "Company" means the Company.

(g) "Company Property" means all real and personal property acquired by or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

(h) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an

asset for such year or other period.

(i) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member(s), as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member of more than a de minimis amount of the Member's Capital Account if the Member(s) reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Member(s) in the Company.

(j) "Manager" means a person elected by the Members of the Company to manage the Company.

(k) "Member" means any person, or entity whose name is set forth in the first paragraph of this Agreement as a Member or who has been admitted as an additional or Substituted Member pursuant to the terms of this Agreement. "Members" means all such persons or entities. All references in this Agreement to a majority in interest or a specified percentage of the Members shall mean Members holding more than 50% or such specified percentage, respectively, of the interest then held by Members.

(l) "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

(m) "Net Cash From Sales or Refinancing" means the net cash proceeds from all sales or other dispositions (other than in the ordinary course of business) and all refinancing of Company Property less any portion thereof used to establish reserves, all as determined by the Manager. "Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company Property.

(n) "Person" means any individual, partnership, corporation, trust or other entity.

(o) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required

to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustment; any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(p) "Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(q) "Units" means the share of interest in the Company as defined in Section 2.2 hereof.

ARTICLE II

CAPITALIZATION AND FINANCING OF THE COMPANY

Section 2.1 Capital Contribution.

(a) Initial Capital Contribution. The initial capital contributions and percentage interests shall be as follows:

MEMBER(S):	PERCENTAGE INTEREST:	UNITS:
JEAN-FRANÇOIS RIGOLLET	100%	1000

***All as joint tenants with rights of survivorship**

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Members. The interests of the Members in the capital originally contributed are the same as listed above.

(b) Call for Additional Capital Contributions. The Manager will have the authority to ask (but not require) the Members to contribute additional capital when:

(1) additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service 'for any amounts borrowed by the Company; insurance and tax, payments; the cost of acquiring, maintaining and selling property of the Company; and

(2) the calls for capital are not discriminatory, that is, when all Members are permitted to contribute capital to the extent of each Member's percentage interest in the Company. A Member will not be obligated to contribute additional capital. The Manager will have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 (lays from the date a call is made.

(c) Withdrawals of Capital. No Member may withdraw any part of its capital contribution or

receive any distributions from the Company except upon dissolution of the Company and as specifically provided by this Agreement.

(d) Loans to Company. No Member shall lend or advance money to or for the Company's benefit without the written approval of a majority of the other Members. If any Member, with the written consent of a majority of the other Members, lends money to the Company in addition to its contribution to Company capital, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be approved in writing by the Members. The liability shall not be regarded as an increase of the lending Member's capital, and it shall not entitle it to any increased share of the Company's net income, distributions or voting rights.

Section 2.2 Units in the Company. Each Member shall be issued by the Company the number of Units stated in Section 2.1(a) above. Thereafter, each Member who makes an additional capital contribution to the Company shall be issued additional Units by the Company, based upon the fair market value of the property contributed and the per Unit fair market value of the Company at the time of the additional contribution. Fair market value shall be determined in the sole discretion of the Manager. The Company shall have the power to issue any number of Company Units as necessary to give effect to this Section 2.2. Company Units and Percentage interests of each Member shall be set forth in attached Schedule A.

ARTICLE III

PROFITS AND LOSSES; DISTRIBUTIONS; DRAWING ACCOUNTS

Section 3.1 Interest in Profits and Losses. The Company's profits and losses shall be allocated among the Members in proportion to their respective Company percentage interests.

Section 3.2 Determination of Net Income and Net Losses. The Company's profits or losses for each fiscal year shall be determined as soon as practicable after the close of that fiscal year.

Section 3.3 Tax Status, Allocations and Reports.

(a) Unless otherwise agreed upon by the Members, the Company shall, for tax purposes, utilize the method of depreciation which will result in the greatest amount of deduction in each year.

(b) The Manager shall prepare, or cause to be prepared, all tax returns which must be filed on behalf of the Company with any taxing authority and make timely filing thereof. The cost thereof shall be borne by the Company.

(c) For accounting and federal and state income tax purposes, all income, deductions, credits, gains and losses of the Company shall be allocated to the Members in proportion to their respective Membership percentage interest. Any item stipulated to be a Company expense under the terms of this Agreement, or which would be so treated in accordance with generally accepted accounting principles, shall be treated as a Company expense for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

(d) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recaptured income equal to the Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(e) The Members agree that amortization of any intangibles will be based on the tax basis of the contributions.

Section 3.4 Tax Allocations ; Code section 704(c). In accordance with Code Section 704(c) and the Regulations there under, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, he allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company.

In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations there under.

Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Notwithstanding the preceding allocations, and to the extent the Manager deems it necessary to insure that the Operating Agreement and the allocations there under meet the requirements of the Code and the allocation regulations, allocations of the following type and in the following priority will be made to the appropriate Members in the necessary and required amounts as set forth in the Regulations before any other allocations under this Article III.

(a) Member nonrecourse debt minimum gain chargeback under the Regulations;
(b) In the event any Members unexpectedly receive any adjustments, allocations, or distributions described in various Regulations sections, items of Company income and gain to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance ..amounts Members are obligated to restore under this Agreement.)

(c) Member nonrecourse deductions under Regulations Section 1 .704-2(i) which will in all cases be allocated to the Member which bears the economic risk of loss for the indebtedness to which such deductions are attributable.

Section 3.5 Code Section 754Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1 .704- l(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

Section 3.6 Company Expenses. All legal fees (except legal fees and expenses incurred by each Member individually in connection with the formation and organization of the Company) architectural, engineering, consulting and other similar fees and expenses reasonably incurred by the Manager in connection with the operation of the Company shall be deemed Company expenses and shall be reimbursed out of Company funds when such expenses and fees have been approved by the Manager.

Section 3.7 Net Cash From Sales or Refinancing. Except as otherwise provided in this Agreement, Net Cash From Sales or Refinancing shall be distributed, at such times as the Manager may determine, to the Members in proportion to their Company membership percentage interests.

Section 3.8 Cash Distribution to Members.

(a) The term "distributable 'funds" shall mean the amount by which the total of the cash on hand and in the Company's bank accounts (excluding net cash derived from sales or refinancing) is in excess of the reasonable cash requirements and repair and replacement reserves of the Company. The cash requirements shall include, but not be limited to, the amounts reasonably (in accordance with generally accepted accounting procedures) required for taxes, insurance premiums, debt service and other expenses of the Company. In addition, reasonable cash requirements shall include reserves for future acquisitions and development of real estate and other Company business and investment interests.

(b) The Company's distributable 'funds shall he determined and distributed at such times as the Manager may in its sole discretion determine that 'funds are available and earnings may be retained by the Company and transferred to Company Capital for the reasonable needs of the business as determined in the sole discretion of the Manager. Any distributions shall be in the following order of priorities:

(1) To Member(s) in proportionate amounts sufficient to cover taxes owed by the Members as a result of the income and operations of the Company. in making this distribution the highest income tax rate for married individuals filing jointly shall be assumed for each Member.

(2) To make payments on any outstanding loans by any Member to the Company in accordance with the terms of said loans.

(3) Finally. any remaining distributable funds shall be given to each Member according to his Capital Account balance.

Section 3.9 Taxation Classification of company. The Company shall be presumed to be taxed as a partnership pursuant to income tax regulations §~ 301 .7701 I through 301 770 I -3. However, should the Company, pursuant to N.R.S. 86. 151, be organized or exist with one member, the partnership tax provisions as set forth in this agreement shall be suspended and the Company shall be presumed to be taxed as a sole proprietorship. if a one member Company ever adds another member to the Company the provisions in this agreement relating to partnership taxation shall thereupon be reinstated.

Notwithstanding the foregoing, in the event an election is in effect to have the Company taxed as an S corporation under Code Section I 361, all provisions of this Agreement that are intended to comply with partnership tax treatment shall be disregarded and all distributions, current or liquidating, shall be made to the Members in proportion to their respective Company percentage interests so as to comply with the one class of stock requirement of Code Section 1361.

ARTICLEL IV

LIMITED LIABILITY COMPANY ACCOUNTING and MEETINGS

Section 4.1 Fiscal Year; Accounting Method. The Company's 'fiscal year shall be from January 1 to December 31, and income or losses shall be reported on a cash basis for tax purposes.

Section 4.2 Company Books.

(a) Proper and complete books of account of the Company business shall be kept at the Company's principal place of business or such other place as the Manager shall designate The books of account shall be maintained on a cash basis.

(b) Each Member, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

Section 4.3 Capital Accounts. An individual capital account shall be maintained for each Member, and the balance of said account shall be determined in accordance with the terms above.

Section 4.4 Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Manager. Withdrawals from such bank accounts shall be made only by parties previously approved, in writing, by the Manager.

Section 4.5 Annual Report. Within ninety (90) days after the end of each fiscal year of the Company or within such longer period as is reasonably necessary, the Manager shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company federal income tax returns for that fiscal year, and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

Section 4.6 Company Meetings. In the sole discretion of the Manager or upon the written request of a majority of the Members, a meeting may be held for all Members, The Manager shall review and discuss the financial statements at the meeting and report to the Members the financial condition of the Company. Upon the determination that the annual meeting shall take place, it shall be held at a place and time designated by the Manager. All Members shall receive prior notice of the date, time, and place of the meeting.

ARTICLE V

RIGHTS, POWERS AND DUTIES OF MANAGER(S)

Section 5. Authority of the Manager. The business of the Company shall be under the exclusive control and management of the Manager(s) who shall act by a majority vote in all business affairs. For these purposes a Manager shall have one vote. The Members shall not participate in the management of the business of the Company. The Managers shall have the right and power to:

(a) Acquire land, buildings or any other interest in real estate;

(b) Acquire by purchase, lease or otherwise any personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of Company Property;

(d) Care 'for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(e) Contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(f) Borrow money, mortgage or encumber Company Property in order to further the purposes of the Company;

(g) Sell or otherwise transfer Company Property or any part or parts thereof;

(h) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company Property and Manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a Company under the laws of each state in which the Company is then formed or qualified.

(i) Make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law

(1) to adjust the basis of Company Property pursuant to Code Sections 754, 734, 743 or comparable provisions of state or local law, in connection with transfers of Membership interests and distributions to Members,

(2) to extend the statute of limitations for assessment of tax deficiencies against Members and Membership interest holders in their capacity as Members and Membership interest holders, and

(3) to execute any agreement or other documents relating to or affecting such tax matters or otherwise affect the rights of the Company, Members and Membership interest holders. The Manager(s) are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar capacity under state or local law.

(j) Select or vary depreciation and accounting methods and make other decisions with respect to treatment of various transactions for federal income tax purposes, consistent with the other provisions of this Agreement,

(k) Invest and reinvest principal and income in such securities and properties as the Manager shall determine. The Manager is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size or concentration), specifically including, but not by way of limitation, deeds of trust, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Manager is personally interested or in which a Manager owns an interest,

(l) Have the power to invest Company assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected. in addition, the Manager shall have the power to buy and sell stock rights and stock warrants;

(2) Determine whether or not distributions should be made to the Members, except as may specifically be set forth elsewhere in this Agreement; or

(3) Determine the maximum 'and minimum cash requirements of the Company.

Section 5.2 Authority to Pay Certain Fees and Expenses. The Members hereby acknowledge that in certain instances there may be certain circumstances that make it appropriate for the Company to contract for the performance of services or the purchase, sale or other disposition of goods or other property, by or with some other party or entity related to or affiliated with the Members, or any one of them, or with respect to any entity to which the Members or any one of them may have a direct or indirect ownership or controlling interest; however, in each such instance:

(a) Any such services, goods or property obtained from any such person or entity shall he on terms no less favorable to the Company than those reasonably available from third parties.

(b) The sale, lease or other transfer of any portion of the Property to any such person or entity shall be on terms and at a price no less favorable to the Company than those reasonably available to third parties.

(c) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices.

Section 5.3 Waiver of Self-Dealing.

(a) The Manager(s) shall have the authority to enter into any transaction on behalf of the Company despite the fact that another party to the transaction may be (1) a trust of which a Member is a trustee or beneficiary; (2) an estate of which a Member is a personal representative or beneficiary; (3) a business controlled by one or more Members or a business of which any Member is also a director, officer or employee; (4) any affiliate, employee, stockholder, associate, manager, partner, Member or business associate; *(5)* any Member, acting individually; or (6) any relative of a Member; provided the terms of the transaction are no less 'favorable than those the Company could obtain from unrelated third parties.

(b) A Member may engage in or possess an interest in any other business or venture of any nature and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member the right to participate. Neither the Company nor its Members shall have by virtue of this Agreement any right 'in any independent venture or its income or Profits.

Section 5.4 Right to Rely on Manager. Any Person dealing with the Company may rely upon a certificate signed by all of the Members as to:

(a) The identity of the Manager;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

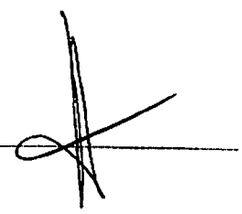
(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

Section 5.5 Bond. No one serving as a Manager will be required to furnish a fiduciary bond or other security as a prerequisite to his, her or its service.

Section 5.6 The Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their best efforts to carry out the purposes of the Company for the benefit of all the Members. in exercising their powers, the Managers recognize their fiduciary responsibilities to the Company. The Managers shall have fiduciary responsibility for the safekeeping and use of all 'funds and assets of the Company, whether or not in 'their immediate possession and control. The Managers shall not employ, or permit another to employ, such 'funds or assets in any manner except for the exclusive benefit of the Company and its Members. The Managers shall comply with all rules, regulations, and duties incumbent upon a Manager acting in its fiduciary capacity on behalf of the Company and the Members and shall be liable for any breach of such fiduciary duties, whether any such breach is willful or negligent.

ARTICLE VI

SALARY TO MANAGER



It is the intention of all the Members that each Manager may receive a reasonable compensation for services rendered to the Company. Therefore,' the Managers may receive a reasonable salary for services rendered, payable at least annually. If paid, this salary shall be in addition to their respective share of the Company's profits. The amount of compensation paid to a Manager may be reviewed and adjusted periodically.

ARTICLE VII

ROLE AND LIABILITY OF MEMBERS

Section 7.1 Rights or Powers. Except as otherwise set forth below, the Members shall have no rights or powers to take part in the management and control of the Company and its business and affairs.

Section 7.2 Voting Rights. The Members shall have the right to vote on the matters explicitly set forth in this Agreement. Those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting.

Section 7.3 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond its capital contribution.

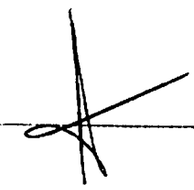
In accordance with Nevada law, a 'Member may, under certain circumstances, he required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this Section, the Members intend that no distribution to any Member of distributable funds or of the proceeds of any sale or financing shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the Manager.

Section 7.4 Representations of Members. Each Member hereby represents and warrants to the other Members and to the Company that such Member,

(a) Understands and agrees that its interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption there for;

(b) Takes its interest for its own account and not with any intent towards the resale or distribution thereof;

(c) Has read and 'fully understands and agrees to be bound by all of the terms and provisions of this Agreement,



(d) To the extent that such Member has had any questions with respect to the Company, this Agreement or any other matter bearing upon such Member's decision to enter into the Company, has had a full and complete opportunity to make inquiry of the Managers and has had all of its questions answered to its full and complete satisfaction,

(e) Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with its own independent legal, tax and investment advisers, and has determined that the investment in the Company is suitable to the Member, both in terms of its investment objectives and in terms of its financial situation, and

(f) Understands that the investment in the Company is a high risk, illiquid investment, that transfer of the Membership interest is restricted pursuant to the Company Operating Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933, among which are included a requirement that, prior to a transfer, offer, or sale, either a registration statement under such act and under the applicable state securities laws be filed covering interests in the Company, or an exemption from registration under such act and under such state securities laws is available.

Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Members will not sell, assign or otherwise transfer all or any portion of its interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant and agree.

ARTICLE VIII

SALE OF A LIMITED LIABILITY MEMBERSIP INTEREST

Section 8.1 Sale of Interest of Member. A Member may sell his Membership interest, but only after he has first offered it to the Company or other Members and under the conditions as follows;

(a) The Member shall give written notice to the Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For one hundred twenty (120) days from receipt of the written notice from the Member, the Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the offer is rejected in whole or in part by the Company, the interest or the remaining interest of the Member shall next be offered in writing to the other Members for a period of thirty (30) days next following expiration of the one hundred twenty (120) day period. The offer to the other Members shall be pro-rated in accordance with the ratio of the Membership interests of each Member to the total 'Membership interest of all the Members other than the one making the offer, on the terms and at prices (as to each

offeree) determined by pro-rating the price. If not all the remaining interest is disposed of under the apportionment, each Member desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the Company determined under Article III bears to the interest in the capital of the Company of all other Members desiring to purchase portions of the remaining interest. Any unaccepted Limited Liability interest shall continue to be offered to all Members who have not rejected any of the pro-rata interests offered to them until all the Membership interest has been purchased or the remaining Limited Liability interest has been rejected by all Members. Each offer period following the initial 30-day period provided for above shall continue for only fifteen (I *5)* days following expiration of the prior offer period.

(d) Notwithstanding the foregoing in 8.1(b) and 8.1 (c) above, the purchaser(s) of the Membership interests shall have the options to make payment for the interest as follows:

(1) The Company or Members purchasing the interest shall be entitled to pay upon closing an amount equal to the present value of the offer made by the prospective purchaser, discounted at the average of the prevailing prime rate of the three largest banks in Nevada, less one (1) percent; or

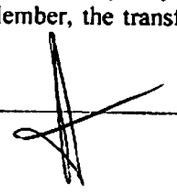
(2) The Company or Members purchasing the interest may pay ten percent (10%) of the total purchase price on closing, and the balance payable over a period of time not in excess often years, as evidenced by an installment promissory note, payable in equal annual installments over the term o:f the note, the first annual payment coming due on the date which is one (I) year from the closing date of sale of the 'Membership interest, bearing interest at the average of the then prevailing prime rate of the three largest banks in Nevada, less one (1) percent.

(e) If the Company or other Members do not exercise the option to acquire his interest, the Member shall be free to sell his Membership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Member.

(f) Any sale or transfer or purported sale or transfer of any Membership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any Member's interest in the Company shall be subject to all the terms, conditions, restrictions an and obligations of this agreement, including the provisions of this Article.

Section 8.2 Assignment. A Member may make a gratuitous assignment of his Membership interest to other Members without the consent of any other Member. A Member may sell his Membership interest to other Members in the same manner as provided in 8.1, as though the purchasing Member were a third-party purchaser.

Section 8.3 Estate Planning Transfers. A Member will also have the right to make estate planning transfers of all or any part of his or her ownership interest in the Company. The term "estate planning transfer" will mean any transfer (a) by any Member on account of such Member's death to a transferee permitted under this Section 8.3; (b) by a Member to a trust for the benefit of, or a corporation or partnership at least eighty percent (80%) of the equity of which is owned by the Member, the Member's spouse or Lineal Ancestors or Lineal Descendants of the Member; (c) by way of dissolution or liquidation to the beneficiaries or equity owners of a trust, corporation or partnership that would qualify as a transferee under clause (b) of this sentence; or (d) in respect to any individual Member, the transfer or



assignment by gift or bequest to such Member's Lineal Ancestors or Lineal Descendants. In the event of any transfer pursuant to this Section, the Assignee Member shall be bound by this Agreement. In no event, however, shall any transfer pursuant to this Section 8.3 relieve the transferor of any of its obligations under this Agreement.

Section 8.4 Unauthorized Transfers. The Company will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. If the ownership of a Membership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership interest, the Company may accumulate the income until this issue is fully determined and resolved. Accumulated income will be credited to the capital account of the Member whose interest is in question.

Section 8.5 Substituted Member. No assignee or transferee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

(a) The Manager(s), and a majority in interest of all of the Members (not including any assignee of a Membership interest) have consented in writing to the admission of the assignee as a substituted Member;

(b) The fully executed and acknowledged written instrument of assignment which has been filed with the Company sets forth the intention of the assignor that assignee become a substitute Member;

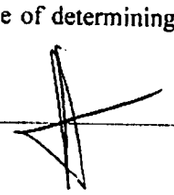
(c) The assignor and assignee execute and ackn9wledge such other instruments as the Manager(s) may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement; and

(d) A reasonable transfer fee, not exceeding $1,000.00, has been paid by assignee to the Company.

The Manager will be required to amend the Agreement of the Company only annually to reflect the substitution of Members. Until the Agreement of the Company is so amended, an assignee shall not become a substituted Member.

The death, legal incapacity, bankruptcy, or dissolution of a Member shall not cause a dissolution of the Company, but the rights of such Member to share in the income or loss of the Company and to receive distributions shall, on the happening of such an event, devolve on his personal representative, or in the event of the death of one whose Membership Interest is held in joint tenancy, pass to the surviving joint tenants, subject to the terms and conditions of this Agreement. However, in no event shall such personal representative or surviving joint tenant become a substituted Member solely by reason of such capacity. It is understood that each of the Members who are individuals will have made provision for a testamentary disposition of their Interest in the Company to a transferee(s) permitted under Section 8.3, so that upon death their beneficiary or beneficiaries will be directed to accede to the Membership Interest and this Agreement. If a Member's death results in a transfer that is not in compliance with this understanding, the interest of the deceased member shall be treated as an interest passing to an unapproved transferee and shall be specifically subject to the terms and conditions of Section 8.7 below. The estate of the Member shall be liable 'for all the obligations of the deceased or incapacitated Member.

Except as specifically provided in Section 8.9, in the event a vote of the Members shall be taken pursuant to this Agreement 'for any reason, a Member shall, solely for the purpose of determining the



number of Membership interests held by him in weighing his vote, be deemed the holder of any Membership interest assigned by him in respect of which the assignee has not become a substituted Member.

Section 8.6 Non-Registration of Securities. The ownership and transfer of a limited liability company interest is further subject to the following disclosure and condition:

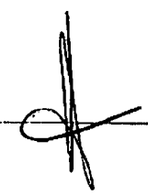
THE LIMITED LIABILITY MEMBERSHIP INTERESTS OF BYDOO LLC HAVE NOT BEEN, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED LIABILITY INTERESTS OF BYDOO LLC MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION AND COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO BYDOO LLC.

Section 8.7 Purchase of Membership Interests from Unapproved Transferees. If any person or agency should acquire an interest of the Company as the result of an order of a court of competent jurisdiction including, but not limited to, an order incident to divorce, insolvency, or bankruptcy of a Member which order the Company is required to recognize, or if a Manager or Member makes an unauthorized transfer of a Membership interest which the Company is required to recognize, the interest of the transferee may then be acquired by the Company upon the following terms and conditions:

(a) The Company will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Company is required to recognize the transfer.

(b) The Company will have l 80 days 'from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Membership interest will be the first day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee agree otherwise, the fair market value of a Membership interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. In the event the parties cannot agree upon one appraiser, then the buyer and seller of 'the Membership interest shall each select an appraiser ("Appraiser l and "Appraiser 2" respectively); the two appraisers shall jointly select a third appraiser ("Appraiser 3"). The value arrived at by appraisal shall be determined by Appraiser l and Appraiser 2 submitting their separate appraisals to Appraiser 3. Appraiser 3 shall independently review the appraisals and shall select one appraisal between the two appraisals submitted as the appraisal which, in the opinion of Appraiser 3 best represents the value of the limited liability company, and that appraisal so selected shall be used to determine the value of the limited liability company interest being sold pursuant to this Section 8.7. All appraisals shall include adjustments to recognize appropriate valuation discounts, including but not limited to discounts for marketability and lack of control.



(d) Closing of the sale will occur at the registered office of the Company at 10:00 o'clock am. on the first Tuesday of the month following the month in which the valuation report is completed and delivered to the parties to the sale. During the period of time prior to the closing date, the transferee will be considered a non-voting owner of the Membership interest.

(e) In order to reduce the burden upon the resources of the Company, the Company will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or the remaining term of the Company if less than 10 years) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Manager. The term "market rates" will, mean the average of the rates of interest prescribed as their "prime rate" by the three largest banks in the State of Nevada on the first day of a the then calendar year, less one percent (1%). If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest then required by law The first installment of principal, with interest due thereon, will he due and payable on the first day of the calendar year following closing, and subsequent annual installments,

with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Company will have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(f) The Manager may assign the Company's option to purchase to one or more of the remaining Members (this with the affirmative consent of no less than *50%* of the remaining Members, excluding the interest of the Member or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.

(g) Neither the transferee of an unauthorized transfer nor the Member causing the transfer will have the 'right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

Section 8.8 Conditions of Transfer of Member's Interest. Subject to any restrictions on transferability required by law or contained elsewhere in this Agreement, all transfers of Membership interests shall be subject to the following restrictions, conditions, terms, duties, and obligations:

(a) The assignee meets all of the requirements applicable to a Substituted Member and consents in writing in a form satisfactory to the Manager to be bound by the terms of this Agreement;

(b) The Managers consent in writing to the assignment, which consent shall be withheld only if such assignment does not comply with Section 8.7(a), if such assignment is to a tax exempt entity or a nonresident alien, or if such assignment would jeopardize the status of the Company as a Partnership for federal income tax purposes, would cause the Company to be terminated under Code Section 708, or would violate, or cause the Company to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law; and

(c) If requested by a majority of the Members, an opinion from counsel for the Company is delivered to the Managers at the expense of the transferring Member stating that. in the opinion of said counsel, such assignment would not jeopardize the status of the Company as a partnership 'for federal income tax purposes, would not cause the termination of the Company under Code Section 708, and would not violate, nor cause the Company to violate,' any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law.

(d) By executing this Agreement, each Member shall be deemed to have consented to any assignment consented to by the Managers. Anything herein to the contrary notwithstanding, in no event shall an assignment he made to a minor or to an incompetent (except in trust or pursuant to the Uniform Transfers to Minors Act).

(e) Each Member agrees that he will, upon request of the Managers, execute such certificates or other documents and perform such acts as the Managers deem appropriate after an assignment of that Member's Interest to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is doing business. For purposes of this Section 8.8, any transfer of any interest in the Company, whether voluntary or by operation of law, shall be considered an assignment.

(f) Each Member agrees that he will, prior to the time the Managers consent to an assignment of any interest by that Member, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such assignment.

(g) Each of the Members, by executing this Agreement, hereby covenants and agrees that he will not, in any event, sell or distribute any interest unless, in the opinion of counsel to the assignee (which counsel and opinion shall be satisfactory to counsel for the Company), such interest may be legally sold or distributed in compliance with then-applicable federal and state statutes

(h) Anything herein to the contrary notwithstanding, both the Company and the Managers shall be entitled to treat the assignor of an interest as the absolute owner thereof in all aspects, and shall incur no liability for distributions made in good faith to him, until such time as a written assignment that conforms to the requirements of this Article Viii has been received by the Company and accepted by the Managers.

ARTICLE IX

DURATION OF BUSINESS and DISSOLUTION

Section 9.1 Duration. The Company shall continue:

(a) until all interests in the property acquired by it have been sold or disposed of, or have been abandoned, or

(b) until dissolved and terminated as provided for herein below.

Section 9.2 Termination of the Company. The Manager may terminate the interest of a Member

and expel him:

(a) For interfering in the management of the Company affairs or otherwise engaging in conduct which could result in the Company losing its tax status as a partnership

(b) If the conduct of a Member tends to bring the Company into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or

(c) For failing to meet any commitment to the Manager in accordance with any written undertaking.

In each of the foregoing events, the termination shall not result in the forfeiture to the Member of the value of his interest in the Company at the time of termination.

Section 9.3 Dissolution of Company. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) The written consent or affirmative vote to dissolve the Company of all the Manager(s) and at least 90% of the then outstanding Membership interests.

(b) The failure to elect a successor to the Manager within 180 days of the death, resignation or removal of the surviving Manager.

(c) Voluntary dissolution of the Company by agreement of all of the Members.

(d) The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.4 Reformation of Company. In the event of dissolution, the Members owning more than *50%* of the then outstanding Membership interests may determine to re-form the Company and elect a new Manager in place of the Manager and continue the Company's business. In such event, the Company shall be dissolved and all of its assets and liabilities shall be contributed to a new Company which shall be formed and all parties to this Agreement and such new Manager shall become parties to such new Company. For purposes of obtaining the required vote to re-form the Company, Members owning 10% or more of the then outstanding Membership interests may cause to be sent to Members of record, as of a date no more than twenty (20) days prior to the date fixed by such Members for holding a Company meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Company shall be deemed expenses of the Company.

Section 9.5 Distribution upon Termination. In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company, shall sell all the Company assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof,, and after paying all liabilities, and including all costs of dissolution, and subject to the right o:f the Manager to set up cash reserves to meet short-term Company liabilities and other liabilities or obligations of the Company, shall distribute the remainder ratably to the Members pursuant to the relevant provisions of this Agreement.

Section 9.6 Procedure Upon Dissolution. On any dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation or preserve and distribute its assets in kind promptly on dissolution. A notice of

dissolution shall he published under applicable Nevada law, or as otherwise appropriate.

Section 9.7 Winding Up Of The Company. Upon the dissolution of the Company, the proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall. be applied and distributed in the following order of priority:

(a) To the payment and discharge of all of the Company's debts and liabilities and the expenses of liquidation;

(b) To the creation of any reserves which the Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member;

(d) To the Members according to their respective Company capital accounts.

Section 9.8 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members in the proportions of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits and losses, subject, however, to any allocation of gain or loss which may otherwise be required under the Internal Revenue Code of 1986, as amended.

Section 9.9 Company Continuity. For so long as the Company shall exist, each Member waives the right to compel a dissolution of the Company or to compel a partition of the property of the Company. No Member will have an ownership interest in the property of the Company. The Company, as an entity for federal income tax purposes and for state law purposes, will not terminate by reason of:

(a) the death, disability, bankruptcy or insolvency of a Member;

(b) the addition of a Manager or Member or the death, disability, removal, resignation or other' act of withdrawal of a Manager or Member, unless at the conclusion of I 80 days from the act of withdrawal, the Company does not, in fact, have at least one Manager or Member;

(c) the withdrawal or expulsion of a Member unless there are no remaining Members; or,

(d) any other act or omission to act, not having the approval or consent of all Members, which is or may be construed to be a termination of the Company as an entity under Nevada law.

To the greatest extent permitted by Nevada law, any act or omission to act shall be resolved favor of a continuation of the Company, without the requirement of liquidation and winding up.

ARTICLE X

REMOVAL, WITHDRAWAL AND ADMISSION OF SUCCESSOR MANAGERS

Section 10.1 Manager(s). The Managers of the Company shall be JEAN-FRANÇOIS RIGOLLET

Section 10.2 Cessation. A person shall cease to be a Manager upon the removal or withdrawal in accordance with Sections 10.2 and 10.3 hereof, dissolution, legal incapacity, bankruptcy, death, adjudication of incompetence or any of the other events set forth in the Act and all of such Manager's rights and powers as a Manager shall be terminated, and such person shall cease to be a Manager. Any of the remaining Managers shall have the right to continue the business of the Company.

Section 10.3 Removal of a Manager. The Original Manager may be removed only upon the written consent or affirmative vote of Members owning greater than *50%* of the then outstanding Membership interests. Upon the written consent or affirmative vote of Members owning greater than 50% of the then outstanding Membership interests, any Successor Manager may be removed if, simultaneously with such removal, a Successor Manager is elected by the Members owning greater than *50%* of the then outstanding Membership interests. Written notice of such determination setting forth the effective date of such removal shall be served upon the Manager, and as of the effective date, shall terminate all of such persons rights and powers as a Manager.

Section 10.4 Withdrawal of a Manager. Upon 30 days notice to the Members, any Manager may withdraw as a Manager at any time, provided that such Manager delivers to the Company an opinion of competent counsel to the effect that such withdrawal will not adversely affect the classification of the Company as a partnership for Federal income tax purposes or classification as a Company for purposes of state law.

Section 10.5 Election of New Managers. In the event any person ceases to be a Manager pursuant to Sections 10.2, or 1 0.3, and as a consequence thereof the Company has no Manager, any Member may nominate one or more persons for election as Managers. No person shall become a Manager unless elected by an affirmative vote of a majority in interest of the Members.

Section 10.6 Amendment to the articles of organization of the Company. in the event a Manager is unwilling or unable to sign a required amendment to the Articles of Organization of the Company as evidence of withdrawal, substitution or addition of a Manager, the amended Articles may be signed by:

(a) the remaining Managers, if more than one Manager is then serving, and any successor elected by the Members or as otherwise designated by the Operating Agreement; or,

(b) if but one Manager was serving, and who ceases to serve for any reason, by the new Manager or Managers, as substitute or successor, and at least *50%* interest of the Members.

Each Manager serving or to serve in the capacity of a Manager does hereby appoint its successor (or if there is more than one Manager serving at the time a Manager shall refuse or be unable to act, the remaining Manager or Managers) as its attorney in fact, to sign the amended certificate on its behalf.

Section 10.7 Termination of executory Contracts With the Terminated Manager or Affiliates. All executory contracts between the Company and a Manager removed pursuant to Sections 10.2 or 1 0.3 hereof, may be terminated by the Company effective upon sixty (60) days prior written notice of such termination to the Manager. The removed Manager thereof may also terminate and cancel any such executory contract effective upon sixty (60) days prior written notice of such termination and cancellation

given to the Company.

ARTICLE XI

POWER OF ATTORNEY

Section 11.1 Manager as Attorney-In-Fact. Each Member hereby makes, constitutes and appoints each Manager and each successor Manager, with full power of substitution and re-substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file and record:

(a) This Agreement and all agreements, certificates, instruments and other documents amending or changing this Agreement as now or hereafter amended which the Manager may deem necessary or appropriate as permitted under the Company Operating Agreement to reflect only the following amendments or changes:

(1) the exercise by any Manager of any power granted to it under this Agreement;

(2) any amendments adopted by the Members in accordance with the terms of this Agreement;

(3) the admission of any substituted Member or Manager; and

(4) the disposition by any Member of its interest in the Company; and

(b) Any certificates, instruments and documents as may he required by, or may he appropriate under, the laws of the State of Nevada or any other state or jurisdiction in which the Company is doing or intends to do business.

Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing.

Section 11.2 Nature as Special Power. The power of attorney granted pursuant to this article:

(a) Is a special power of attorney coupled with an interest;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its interest in the Company, except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Manager, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments. This Agreement may be amended at any time, and from time to time, upon the written approval of the Manager(s) and greater than *75%* of the Membership interests.

Section 12.2 Nature as Special Power. Any written notice to any of the Members required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid and addressed to the party at its last known address. Notices to the Company shall be similarly given, and addressed to it at its principal place of business.

Section 12.3 Governing Law. This Agreement is intended to be performed in the State of Nevada and the laws of that State shall govern its interpretation and effect.

Section 12.4 Successors. This Agreement shall be binding on and inure to the benefit of the respective Member's successors and assigns, except to the extent of any contrary provision in this Agreement.

Section 12.5 Everability. If any term, provision, covenant, condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way he affected, impaired, or invalidated.

Section 12.6 Entire Agreement. This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Member to be charged.

Section 12.7 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 1 2.8 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 12.9 Time. Time is of the essence with respect to this Agreement.

Section 12.10 Headings. Section and other headings, contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.11 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 12.12 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 12.13 Waiver of Action for Partition. Each of the Members irrevocably waives any right that they may have to maintain any action for partition with respect to any of the Company Property.

Section 12.14 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 12.15 Further Documents. Each Member agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

Section 12.16 Attorney's Fees. If an action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the Court.

Section 12.17 Elections Made by the Company. All elections required or permitted to be made by the Company under the internal Revenue Code shall be made by the Manager(s) in such 'manner as will in their judgment be most advantageous to a majority in interest of the Members.

IN WITNESS WHEREOF, the Managers and Members have executed this OPERATING AGREEMENT of BYDOO LLC on the day above written.

MANAGER:

JEAN-FRANÇOIS RIGOLLET

MEMBER:

JEAN-FRANÇOIS RIGOLLET

EXHIBIT 8

THE OPERATING AGREEMENT OF

TAHICAN LLC

THIS OPERATING AGREEMENT ("Agreement") dated this 1st day of April 2011, is made by JEAN-FRANÇOIS RIGOLLET, for the purpose of creating the Operating Agreement of TAHICAN LLC, a Nevada series limited-liability company. The parties to this Agreement are sometimes referred to hereinafter collectively as the "Member" or "Members", as the case may be. In addition, this Agreement is entered into by JEAN-FRANÇOIS RIGOLLET, as Manager of the Limited Liability Company.

WITNESSETH:

NOW THEREFORE, with the full acknowledgement of the facts as recited herein and in consideration of the mutual promises of the Members hereto, one to another and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I

FORMATION AND PURPOSE OF LIMITED LIABILITY COMPANY

Section 1.1 Formation of Limited Liability Company.

(a) The parties to this Agreement hereby agree to become Member(s) and to form a Limited Liability Company pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (N.R.S.) as adopted in Nevada for the limited purposes and scope set forth herein below.

(b) Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Limited Liability Company as specified herein shall be construed in accordance with N.R.S. 86.010, *et. seq.*

(c) TAHICAN LLC is a Nevada series limited-liability company formed pursuant to N.R.S. Chapter 86, Title 7. The assets of TAHICAN LLC are separate and distinct from the assets of any other series or limited-liability Company created in connection with TAHICAN LLC. The debts and liabilities of this Company are enforceable against the assets of TAHICAN LLC only. The debts and liabilities are not enforceable against any other series or limited-liability Company in connection with TAHICAN LLC.

Section 1.2 Name of Limited Liability Company. The Limited Liability Company's business shall be conducted solely under the name of the TAHICAN LLC, (hereinafter referred to as "Company").

Section 1.3 Purposes and Scope of the Limited Liability Company.

(a) The purposes of the Company are to manage, buy, sell and otherwise deal with any and all investments and properties in whatever manner the Members shall choose. The Members further agree to acquire and have the Company manage all the appurtenant rights, easements and interests in any real property, and such activities as may be incidental thereto, and such other related business as may be agreed upon by the Members. The specifications of a particular type of business herein shall not be deemed a limitation on the general powers of the Company. The Company may own such assets as may be necessary to conduct the Company's business and may engage in any other activities or business incidental or related to furthering its general purpose.

(b) No Member shall have any authority to act for or to assume any obligations or responsibility on behalf of any other Member or the Company.

Section 1.4 Articles of Organization. Concurrently with, or prior to, the execution of this Agreement, Articles of Organization shall be filed with the Secretary of State. The Articles of Organization have been or shall be recorded in the office of the Secretary of State of the State of Nevada. The Manager agrees to execute, acknowledge, file record and/or publish as necessary, such amendments to said Articles of Organization as may be required by this Agreement or by law and such other documents as may be appropriate to comply with the requirements of law for the formation, preservation and/or operation of the Company.

Section 1.5 Principal Place of Business. The principal office and place of business of the Company shall be at 2003 Smoketree Village Cr, HENDERSON, NEVADA, 89012, or at such other place as the Members shall from time to time determine.

Section 1.6 Term of Company. The Company shall begin on the day the Articles of Organization are filed with the Secretary of State and shall have a perpetual existence or until terminated pursuant to the terms and conditions of this Agreement.

Section 1.7 Definitions - General. Capitalized words and phrases used in this Agreement have the following meanings;

(a) "Act" means Chapter 86 of the Nevada Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Contribution" means, as of any day, a Member's Capital Contributions reduced by the sum of (i) any liabilities of such Member that are assumed by the Company (at any time) or that are secured by any property contributed to the Company (at the time of such contribution) by such Person and, (ii) the aggregate distributions to such Member. In the event any Member transfers all or any portion of its interest in accordance with the terms of this Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred interest.

(c) "Capital Account" means, with respect to any Member a capital account maintained as follows:

(1) By increasing such account with:

(A) such Member's Capital Contributions,

(B) the distributive share of Profits and any items of or in the nature of income or gain that are allocated to such Member, and

(C) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member, and

(2) By decreasing such account with:

(A) the amount of any cash (not including decreases in such Member's share of Company liabilities pursuant to Section 752(b) of the Code) and the Gross Asset Value of any other Company Property distributed to such Member pursuant to any provision of this Agreement,

(B) the distributive share of Losses and any items of or in the nature of expenses or losses that are allocated to such Member, and

(C) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed to the Company by such Member.

Immediately prior to liquidation of the Company, capital accounts shall be adjusted as necessary to reflect the fair market value of assets to be distributed among the Members. .

For purposes of this Section, liabilities are considered assumed only to the extent the assuming party is thereby subjected to personal liability with respect to such obligation, the oblige is aware of the assumption and can directly enforce the assuming party's obligation, and as between the assuming party and the party from whom the liability is assumed, the assuming party is ultimately liable.

In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that such Capital Account related to the transferred interest.

(d) "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest held by such Member. For purposes of this Section, money contributed to the Company does not include increases in any Member's share of Company liabilities pursuant to Section 752(a) of the Code.

(e) "Code" means the Internal Revenue Code of 1986, as amended 'from time to time (or any corresponding provisions of succeeding law).

(f) "Company" means the Company.

(g) "Company Property" means all real and personal property acquired by or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

(h) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an

asset for such year or other period.

(i) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member(s), as of the following times:

(A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(B) the distribution by the Company to a Member of more than a de minimis amount of the Member's Capital Account if the Member(s) reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Member(s) in the Company.

(j) "Manager" means a person elected by the Members of the Company to manage the Company.

(k) "Member" means any person, or entity whose name is set forth in the first paragraph of this Agreement as a Member or who has been admitted as an additional or Substituted Member pursuant to the terms of this Agreement. "Members" means all such persons or entities. All references in this Agreement to a majority in interest or a specified percentage of the Members shall mean Members holding more than 50% or such specified percentage, respectively, of the interest then held by Members.

(l) "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

(m) "Net Cash From Sales or Refinancing" means the net cash proceeds from all sales or other dispositions (other than in the ordinary course of business) and all refinancing of Company Property less any portion thereof used to establish reserves, all as determined by the Manager. "Net Cash From Sales or Refinancing" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Company Property.

(n) "Person" means any individual, partnership, corporation, trust or other entity.

(o) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required

to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustment; any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(p) "Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(q) "Units" means the share of interest in the Company as defined in Section 2.2 hereof.

ARTICLE II

CAPITALIZATION AND FINANCING OF THE COMPANY

Section 2.1 Capital Contribution.

(a) Initial Capital Contribution. The initial capital contributions and percentage interests shall be as follows:

MEMBER(S):	PERCENTAGE INTEREST:	UNITS:
JEAN-FRANÇOIS RIGOLLET	100%	1000

***All as joint tenants with rights of survivorship**

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Members. The interests of the Members in the capital originally contributed are the same as listed above.

(b) Call for Additional Capital Contributions. The Manager will have the authority to ask (but not require) the Members to contribute additional capital when:

(1) additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service 'for any amounts borrowed by the Company; insurance and tax, payments; the cost of acquiring, maintaining and selling property of the Company; and

(2) the calls for capital are not discriminatory, that is, when all Members are permitted to contribute capital to the extent of each Member's percentage interest in the Company. A Member will not be obligated to contribute additional capital. The Manager will have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 (lays from the date a call is made.

(c) Withdrawals of Capital. No Member may withdraw any part of its capital contribution or

receive any distributions from the Company except upon dissolution of the Company and as specifically provided by this Agreement.

(d) Loans to Company. No Member shall lend or advance money to or for the Company's benefit without the written approval of a majority of the other Members. If any Member, with the written consent of a majority of the other Members, lends money to the Company in addition to its contribution to Company capital, the loan shall be a debt of the Company to that Member, and shall bear a market rate of interest to be approved in writing by the Members. The liability shall not be regarded as an increase of the lending Member's capital, and it shall not entitle it to any increased share of the Company's net income, distributions or voting rights.

Section 2.2 Units in the Company. Each Member shall be issued by the Company the number of Units stated in Section 2.1(a) above. Thereafter, each Member who makes an additional capital contribution to the Company shall be issued additional Units by the Company, based upon the fair market value of the property contributed and the per Unit fair market value of the Company at the time of the additional contribution. Fair market value shall be determined in the sole discretion of the Manager. The Company shall have the power to issue any number of Company Units as necessary to give effect to this Section 2.2. Company Units and Percentage interests of each Member shall be set forth in attached Schedule A.

ARTICLE III

PROFITS AND LOSSES; DISTRIBUTIONS; DRAWING ACCOUNTS

Section 3.1 Interest in Profits and Losses. The Company's profits and losses shall be allocated among the Members in proportion to their respective Company percentage interests.

Section 3.2 Determination of Net Income and Net Losses. The Company's profits or losses for each fiscal year shall be determined as soon as practicable after the close of that fiscal year.

Section 3.3 Tax Status, Allocations and Reports.

(a) Unless otherwise agreed upon by the Members, the Company shall, for tax purposes, utilize the method of depreciation which will result in the greatest amount of deduction in each year.

(b) The Manager shall prepare, or cause to be prepared, all tax returns which must be filed on behalf of the Company with any taxing authority and make timely filing thereof. The cost thereof shall be borne by the Company.

(c) For accounting and federal and state income tax purposes, all income, deductions, credits, gains and losses of the Company shall be allocated to the Members in proportion to their respective Membership percentage interest. Any item stipulated to be a Company expense under the terms of this Agreement, or which would be so treated in accordance with generally accepted accounting principles, shall be treated as a Company expense for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

(d) In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recaptured income equal to the Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(e) The Members agree that amortization of any intangibles will be based on the tax basis of the contributions.

Section 3.4 Tax Allocations ; Code section 704(c). In accordance with Code Section 704(c) and the Regulations there under, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, he allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company.

In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations there under.

Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Notwithstanding the preceding allocations, and to the extent the Manager deems it necessary to insure that the Operating Agreement and the allocations there under meet the requirements of the Code and the allocation regulations, allocations of the following type and in the following priority will be made to the appropriate Members in the necessary and required amounts as set forth in the Regulations before any other allocations under this Article III.

(a) Member nonrecourse debt minimum gain chargeback under the Regulations;
(b) In the event any Members unexpectedly receive any adjustments, allocations, or distributions described in various Regulations sections, items of Company income and gain to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance amounts Members are obligated to restore under this Agreement.)

(c) Member nonrecourse deductions under Regulations Section 1 .704-2(i) which will in all cases be allocated to the Member which bears the economic risk of loss for the indebtedness to which such deductions are attributable.

Section 3.5 Code Section 754Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1 .704- l(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

Section 3.6 Company Expenses. All legal fees (except legal fees and expenses incurred by each Member individually in connection with the formation and organization of the Company) architectural, engineering, consulting and other similar fees and expenses reasonably incurred by the Manager in connection with the operation of the Company shall be deemed Company expenses and shall be reimbursed out of Company funds when such expenses and fees have been approved by the Manager.

Section 3.7 Net Cash From Sales or Refinancing. Except as otherwise provided in this Agreement, Net Cash From Sales or Refinancing shall be distributed, at such times as the Manager may determine, to the Members in proportion to their Company membership percentage interests.

Section 3.8 Cash Distribution to Members.

(a) The term "distributable 'funds" shall mean the amount by which the total of the cash on hand and in the Company's bank accounts (excluding net cash derived from sales or refinancing) is in excess of the reasonable cash requirements and repair and replacement reserves of the Company. The cash requirements shall include, but not be limited to, the amounts reasonably (in accordance with generally accepted accounting procedures) required for taxes, insurance premiums, debt service and other expenses of the Company. In addition, reasonable cash requirements shall include reserves for future acquisitions and development of real estate and other Company business and investment interests.

(b) The Company's distributable 'funds shall he determined and distributed at such times as the Manager may in its sole discretion determine that 'funds are available and earnings may be retained by the Company and transferred to Company Capital for the reasonable needs of the business as determined in the sole discretion of the Manager. Any distributions shall be in the following order of priorities:

(1) To Member(s) in proportionate amounts sufficient to cover taxes owed by the Members as a result of the income and operations of the Company. in making this distribution the highest income tax rate for married individuals filing jointly shall be assumed for each Member.

(2) To make payments on any outstanding loans by any Member to the Company in accordance with the terms of said loans.

(3) Finally. any remaining distributable funds shall be given to each Member according to his Capital Account balance.

Section 3.9 Taxation Classification of company. The Company shall be presumed to be taxed as a partnership pursuant to income tax regulations §~ 301 .7701 .1 through 301 .770 1 -3. However, should the Company, pursuant to N.R.S. 86. 151, be organized or exist with one member, the partnership tax provisions as set forth in this agreement shall be suspended and the Company shall be presumed to be taxed as a sole proprietorship. if a one member Company ever adds another member to the Company the provisions in this agreement relating to partnership taxation shall thereupon be reinstated.

Notwithstanding the foregoing, in the event an election is in effect to have the Company taxed as an S corporation under Code Section 1 361, all provisions of this Agreement that are intended to comply with partnership tax treatment shall be disregarded and all distributions, current or liquidating, shall be made to the Members in proportion to their respective Company percentage interests so as to comply with the one class of stock requirement of Code Section 1361.

ARTICLEL IV

LIMITED LIABILITY COMPANY ACCOUNTING and MEETINGS

Section 4.1 Fiscal Year; Accounting Method. The Company's 'fiscal year shall be from January 1 to December 31, and income or losses shall be reported on a cash basis for tax purposes.

Section 4.2 Company Books.

(a) Proper and complete books of account of the Company business shall be kept at the Company's principal place of business or such other place as the Manager shall designate The books of account shall be maintained on a cash basis.

(b) Each Member, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine and make copies of or extracts from the Company's books of account. Such right may be exercised through any agent or employee of such Member designated by that Member or by an independent certified public accountant designated by such Member. The Member exercising such right shall bear all expenses incurred in any such examination made on the Member's behalf.

Section 4.3 Capital Accounts. An individual capital account shall be maintained for each Member, and the balance of said account shall be determined in accordance with the terms above.

Section 4.4 Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks approved by the Manager. Withdrawals from such bank accounts shall be made only by parties previously approved, in writing, by the Manager.

Section 4.5 Annual Report. Within ninety (90) days after the end of each fiscal year of the Company or within such longer period as is reasonably necessary, the Manager shall make available to each Member an annual report. This report shall consist of at least (i) a copy of the Company federal income tax returns for that fiscal year, and (ii) any additional information that the Members may require for the preparation of their federal and state income tax returns.

Section 4.6 Company Meetings. In the sole discretion of the Manager or upon the written request of a majority of the Members, a meeting may be held for all Members, The Manager shall review and discuss the financial statements at the meeting and report to the Members the financial condition of the Company. Upon the determination that the annual meeting shall take place, it shall be held at a place and time designated by the Manager. All Members shall receive prior notice of the date, time, and place of the meeting.

ARTICLE V

RIGHTS, POWERS AND DUTIES OF MANAGER(S)

Section 5. Authority of the Manager. The business of the Company shall be under the exclusive control and management of the Manager(s) who shall act by a majority vote in all business affairs. For these purposes a Manager shall have one vote. The Members shall not participate in the management of the business of the Company. The Managers shall have the right and power to:

(a) Acquire land, buildings or any other interest in real estate;

(b) Acquire by purchase, lease or otherwise any personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of Company Property;

(d) Care for and distribute funds to the Members by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(e) Contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(f) Borrow money, mortgage or encumber Company Property in order to further the purposes of the Company;

(g) Sell or otherwise transfer Company Property or any part or parts thereof;

(h) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company Property and Manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a Company under the laws of each state in which the Company is then formed or qualified.

(i) Make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law

(1) to adjust the basis of Company Property pursuant to Code Sections 754, 734, 743 or comparable provisions of state or local law, in connection with transfers of Membership interests and distributions to Members,

(2) to extend the statute of limitations for assessment of tax deficiencies against Members and Membership interest holders in their capacity as Members and Membership interest holders, and

(3) to execute any agreement or other documents relating to or affecting such tax matters or otherwise affect the rights of the Company, Members and Membership interest holders. The Manager(s) are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar capacity under state or local law.

(j) Select or vary depreciation and accounting methods and make other decisions with respect to treatment of various transactions for federal income tax purposes, consistent with the other provisions of this Agreement,

(k) Invest and reinvest principal and income in such securities and properties as the Manager shall determine. The Manager is authorized to acquire, for cash or on credit (including margin accounts), every kind of property, real, personal or mixed, and every kind of investment (whether or not unproductive, speculative, or unusual in size or concentration), specifically including, but not by way of limitation, deeds of trust, corporate or governmental obligations of every kind and stocks, preferred or common, of both domestic and foreign corporations, shares or interests in any unincorporated association, Trust, or investment company, including property in which the Manager is personally interested or in which a Manager owns an interest,

(1) Have the power to invest Company assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected. in addition, the Manager shall have the power to buy and sell stock rights and stock warrants;

(2) Determine whether or not distributions should be made to the Members, except as may specifically be set forth elsewhere in this Agreement; or

(3) Determine the maximum 'and minimum cash requirements of the Company.

Section 5.2 Authority to Pay Certain Fees and Expenses. The Members hereby acknowledge that in certain instances there may be certain circumstances that make it appropriate for the Company to contract for the performance of services or the purchase, sale or other disposition of goods or other property, by or with some other party or entity related to or affiliated with the Members, or any one of them, or with respect to any entity to which the Members or any one of them may have a direct or indirect ownership or controlling interest; however, in each such instance:

(a) Any such services, goods or property obtained from any such person or entity shall he on terms no less favorable to the Company than those reasonably available from third parties.

(b) The sale, lease or other transfer of any portion of the Property to any such person or entity shall be on terms and at a price no less favorable to the Company than those reasonably available to third parties.

(c) A Member shall be reimbursed by the Company for the reasonable out-of-pocket expenses incurred by such Member on behalf of the Company in connection with the Company's business and affairs upon presentment of proper receipts and invoices.

Section 5.3 Waiver of Self-Dealing.

(a) The Manager(s) shall have the authority to enter into any transaction on behalf of the Company despite the fact that another party to the transaction may be (1) a trust of which a Member is a trustee or beneficiary; (2) an estate of which a Member is a personal representative or beneficiary; (3) a business controlled by one or more Members or a business of which any Member is also a director, officer or employee; (4) any affiliate, employee, stockholder, associate, manager, partner, Member or business associate; *(5)* any Member, acting individually; or (6) any relative of a Member; provided the terms of the transaction are no less 'favorable than those the Company could obtain from unrelated third parties.

(b) A Member may engage in or possess an interest in any other business or venture of any nature and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member the right to participate. Neither the Company nor its Members shall have by virtue of this Agreement any right 'in any independent venture or its income or Profits.

Section 5.4 Right to Rely on Manager. Any Person dealing with the Company may rely upon a certificate signed by all of the Members as to:

(a) The identity of the Manager;

(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

Section 5.5 Bond. No one serving as a Manager will be required to furnish a fiduciary bond or other security as a prerequisite to his, her or its service.

Section 5.6 The Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their best efforts to carry out the purposes of the Company for the benefit of all the Members. in exercising their powers, the Managers recognize their fiduciary responsibilities to the Company. The Managers shall have fiduciary responsibility for the safekeeping and use of all 'funds and assets of the Company, whether or not in 'their immediate possession and control. The Managers shall not employ, or permit another to employ, such 'funds or assets in any manner except for the exclusive benefit of the Company and its Members. The Managers shall comply with all rules, regulations, and duties incumbent upon a Manager acting in its fiduciary capacity on behalf of the Company and the Members and shall be liable for any breach of such fiduciary duties, whether any such breach is willful or negligent.

ARTICLE VI

SALARY TO MANAGER

It is the intention of all the Members that each Manager may receive a reasonable compensation for services rendered to the Company. Therefore,' the Managers may receive a reasonable salary for services rendered, payable at least annually. If paid, this salary shall be in addition to their respective share of the Company's profits. The amount of compensation paid to a Manager may be reviewed and adjusted periodically.

ARTICLE VII

ROLE AND LIABILITY OF MEMBERS

Section 7.1 Rights or Powers. Except as otherwise set forth below, the Members shall have no rights or powers to take part in the management and control of the Company and its business and affairs.

Section 7.2 Voting Rights. The Members shall have the right to vote on the matters explicitly set forth in this Agreement. Those matters to be voted on by the Members can be done by written consent. Such a written consent may be utilized at any meeting of the Members, or it may be utilized in obtaining approval by the Members without a meeting.

Section 7.3 Liability of Members. No Member shall have any personal liability whatsoever to the creditors of the Company for the debts of the Company or any losses beyond its capital contribution.

In accordance with Nevada law, a 'Member may, under certain circumstances, he required to return to the Company, for the benefit of Company creditors, amounts previously distributed to it as a return of capital. For purposes of this Section, the Members intend that no distribution to any Member of distributable funds or of the proceeds of any sale or financing shall be deemed a return or withdrawal of capital, even if such distribution represents, for federal income tax purposes or otherwise (in whole or in part), a return of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the Manager.

Section 7.4 Representations of Members. Each Member hereby represents and warrants to the other Members and to the Company that such Member,

(a) Understands and agrees that its interest in the Company has not been registered under the Securities Act of 1933 or any similar state law regulating the offer or sale of securities and, therefore, such interest may not be transferred except in accordance with an effective registration under such Act and state law, or pursuant to an available exemption there for;

(b) Takes its interest for its own account and not with any intent towards the resale or distribution thereof;

(c) Has read and 'fully understands and agrees to be bound by all of the terms and provisions of this Agreement,

(d) To the extent that such Member has had any questions with respect to the Company, this Agreement or any other matter bearing upon such Member's decision to enter into the Company, has had a full and complete opportunity to make inquiry of the Managers and has had all of its questions answered to its full and complete satisfaction,

(e) Is capable of evaluating the relative merits and risks presented by an investment in the Company, and to the extent the Member has desired to do so, the Member has consulted with its own independent legal, tax and investment advisers, and has determined that the investment in the Company is suitable to the Member, both in terms of its investment objectives and in terms of its financial situation, and

(f) Understands that the investment in the Company is a high risk, illiquid investment, that transfer of the Membership interest is restricted pursuant to the Company Operating Agreement, and that there presently exists no market for the Membership Interest and it is unlikely that one will develop; that transfers, offers or sales of the Membership Interest are subject to the restrictions and conditions of the Securities Act of 1933, among which are included a requirement that, prior to a transfer, offer, or sale, either a registration statement under such act and under the applicable state securities laws be filed covering interests in the Company, or an exemption from registration under such act and under such state securities laws is available.

Any other provision of this Agreement to the contrary notwithstanding, each Member agrees that such Members will not sell, assign or otherwise transfer all or any portion of its interest in the Company to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such interest, or portion thereof, to any Person who does not similarly represent, warrant and agree.

ARTICLE VIII

SALE OF A LIMITED LIABILITY MEMBERSIP INTEREST

Section 8.1 Sale of Interest of Member. A Member may sell his Membership interest, but only after he has first offered it to the Company or other Members and under the conditions as follows;

(a) The Member shall give written notice to the Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For one hundred twenty (120) days from receipt of the written notice from the Member, the Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the offer is rejected in whole or in part by the Company, the interest or the remaining interest of the Member shall next be offered in writing to the other Members for a period of thirty (30) days next following expiration of the one hundred twenty (120) day period. The offer to the other Members shall be pro-rated in accordance with the ratio of the Membership interests of each Member to the total 'Membership interest of all the Members other than the one making the offer, on the terms and at prices (as to each

offeree) determined by pro-rating the price. If not all the remaining interest is disposed of under the apportionment, each Member desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the Company determined under Article III bears to the interest in the capital of the Company of all other Members desiring to purchase portions of the remaining interest. Any unaccepted Limited Liability interest shall continue to be offered to all Members who have not rejected any of the pro-rata interests offered to them until all the Membership interest has been purchased or the remaining Limited Liability interest has been rejected by all Members. Each offer period following the initial 30-day period provided for above shall continue for only fifteen (I *5)* days following expiration of the prior offer period.

(d) Notwithstanding the foregoing in 8.1(b) and 8.1 (c) above, the purchaser(s) of the Membership interests shall have the options to make payment for the interest as follows:

(1) The Company or Members purchasing the interest shall be entitled to pay upon closing an amount equal to the present value of the offer made by the prospective purchaser, discounted at the average of the prevailing prime rate of the three largest banks in Nevada, less one (I) percent; or

(2) The Company or Members purchasing the interest may pay ten percent (10%) of the total purchase price on closing, and the balance payable over a period of time not in excess often years, as evidenced by an installment promissory note, payable in equal annual installments over the term o:f the note, the first annual payment coming due on the date which is one (I) year from the closing date of sale of the 'Membership interest, bearing interest at the average of the then prevailing prime rate of the three largest banks in Nevada, less one (I) percent.

(e) If the Company or other Members do not exercise the option to acquire his interest, the Member shall be free to sell his Membership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Member.

(f) Any sale or transfer or purported sale or transfer of any Membership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any Member's interest in the Company shall be subject to all the terms, conditions, restrictions an and obligations of this agreement, including the provisions of this Article.

Section 8.2 Assignment. A Member may make a gratuitous assignment of his Membership interest to other Members without the consent of any other Member. A Member may sell his Membership interest to other Members in the same manner as provided in 8.1, as though the purchasing Member were a third-party purchaser.

Section 8.3 Estate Planning Transfers. A Member will also have the right to make estate planning transfers of all or any part of his or her ownership interest in the Company. The term "estate planning transfer" will mean any transfer (a) by any Member on account of such Member's death to a transferee permitted under this Section 8.3; (b) by a Member to a trust for the benefit of, or a corporation or partnership at least eighty percent (80%) of the equity of which is owned by the Member, the Member's spouse or Lineal Ancestors or Lineal Descendants of the Member; (c) by way of dissolution or liquidation to the beneficiaries or equity owners of a trust, corporation or partnership that would qualify as a transferee under clause (b) of this sentence; or (d) in respect to any individual Member, the transfer or

assignment by gift or bequest to such Member's Lineal Ancestors or Lineal Descendants. In the event of any transfer pursuant to this Section, the Assignee Member shall be bound by this Agreement. In no event, however, shall any transfer pursuant to this Section 8.3 relieve the transferor of any of its obligations under this Agreement.

Section 8.4 Unauthorized Transfers. The Company will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership which is not an authorized transfer. If the ownership of a Membership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership interest, the Company may accumulate the income until this issue is fully determined and resolved. Accumulated income will be credited to the capital account of the Member whose interest is in question.

Section 8.5 Substituted Member. No assignee or transferee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

(a) The Manager(s), and a majority in interest of all of the Members (not including any assignee of a Membership interest) have consented in writing to the admission of the assignee as a substituted Member;

(b) The fully executed and acknowledged written instrument of assignment which has been filed with the Company sets forth the intention of the assignor that assignee become a substitute Member;

(c) The assignor and assignee execute and ackn9wledge such other instruments as the Manager(s) may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement; and

(d) A reasonable transfer fee, not exceeding $1,000.00, has been paid by assignee to the Company.

The Manager will be required to amend the Agreement of the Company only annually to reflect the substitution of Members. Until the Agreement of the Company is so amended, an assignee shall not become a substituted Member.

The death, legal incapacity, bankruptcy, or dissolution of a Member shall not cause a dissolution of the Company, but the rights of such Member to share in the income or loss of the Company and to receive distributions shall, on the happening of such an event, devolve on his personal representative, or in the event of the death of one whose Membership Interest is held in joint tenancy, pass to the surviving joint tenants, subject to the terms and conditions of this Agreement. However, in no event shall such personal representative or surviving joint tenant become a substituted Member solely by reason of such capacity. It is understood that each of the Members who are individuals will have made provision for a testamentary disposition of their Interest in the Company to a transferee(s) permitted under Section 8.3, so that upon death their beneficiary or beneficiaries will be directed to accede to the Membership Interest and this Agreement. If a Member's death results in a transfer that is not in compliance with this understanding, the interest of the deceased member shall be treated as an interest passing to an unapproved transferee and shall be specifically subject to the terms and conditions of Section 8.7 below. The estate of the Member shall be liable 'for all the obligations of the deceased or incapacitated Member.

Except as specifically provided in Section 8.9, in the event a vote of the Members shall be taken pursuant to this Agreement 'for any reason, a Member shall, solely for the purpose of determining the

number of Membership interests held by him in weighing his vote, be deemed the holder of any Membership interest assigned by him in respect of which the assignee has not become a substituted Member.

Section 8.6 Non-Registration of Securities. The ownership and transfer of a limited liability company interest is further subject to the following disclosure and condition:

THE LIMITED LIABILITY MEMBERSHIP INTERESTS OF TAHICAN LLC HAVE NOT BEEN, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED LIABILITY INTERESTS OF TAHICAN LLC MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION AND COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO TAHICAN LLC.

Section 8.7 Purchase of Membership Interests from Unapproved Transferees. If any person or agency should acquire an interest of the Company as the result of an order of a court of competent jurisdiction including, but not limited to, an order incident to divorce, insolvency, or bankruptcy of a Member which order the Company is required to recognize, or if a Manager or Member makes an unauthorized transfer of a Membership interest which the Company is required to recognize, the interest of the transferee may then be acquired by the Company upon the following terms and conditions:

(a) The Company will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Company is required to recognize the transfer.

(b) The Company will have 1 80 days 'from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Membership interest will be the first day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee agree otherwise, the fair market value of a Membership interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. In the event the parties cannot agree upon one appraiser, then the buyer and seller of 'the Membership interest shall each select an appraiser ("Appraiser 1 and "Appraiser 2" respectively); the two appraisers shall jointly select a third appraiser ("Appraiser 3"). The value arrived at by appraisal shall be determined by Appraiser 1 and Appraiser 2 submitting their separate appraisals to Appraiser 3. Appraiser 3 shall independently review the appraisals and shall select one appraisal between the two appraisals submitted as the appraisal which, in the opinion of Appraiser 3 best represents the value of the limited liability company, and that appraisal so selected shall be used to determine the value of the limited liability company interest being sold pursuant to this Section 8.7. All appraisals shall include adjustments to recognize appropriate valuation discounts, including but not limited to discounts for marketability and lack of control.

(d) Closing of the sale will occur at the registered office of the Company at 10:00 o'clock am. on the first Tuesday of the month following the month in which the valuation report is completed and delivered to the parties to the sale. During the period of time prior to the closing date, the transferee will be considered a non-voting owner of the Membership interest.

(e) In order to reduce the burden upon the resources of the Company, the Company will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or the remaining term of the Company if less than 10 years) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Manager. The term "market rates" will, mean the average of the rates of interest prescribed as their "prime rate" by the three largest banks in the State of Nevada on the first day of a the then calendar year, less one percent (1%). If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest then required by law The first installment of principal, with interest due thereon, will he due and payable on the first day of the calendar year following closing, and subsequent annual installments,

with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Company will have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(f) The Manager may assign the Company's option to purchase to one or more of the remaining Members (this with the affirmative consent of no less than *50%* of the remaining Members, excluding the interest of the Member or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Company will instead become, by substitution, the rights and obligations of the Members who are assignees.

(g) Neither the transferee of an unauthorized transfer nor the Member causing the transfer will have the 'right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

Section 8.8 Conditions of Transfer of Member's Interest. Subject to any restrictions on transferability required by law or contained elsewhere in this Agreement, all transfers of Membership interests shall be subject to the following restrictions, conditions, terms, duties, and obligations:

(a) The assignee meets all of the requirements applicable to a Substituted Member and consents in writing in a form satisfactory to the Manager to be bound by the terms of this Agreement;

(b) The Managers consent in writing to the assignment, which consent shall be withheld only if such assignment does not comply with Section 8.7(a), if such assignment is to a tax exempt entity or a nonresident alien, or if such assignment would jeopardize the status of the Company as a Partnership for federal income tax purposes, would cause the Company to be terminated under Code Section 708, or would violate, or cause the Company to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law; and

(c) If requested by a majority of the Members, an opinion from counsel for the Company is delivered to the Managers at the expense of the transferring Member stating that. in the opinion of said counsel, such assignment would not jeopardize the status of the Company as a partnership 'for federal income tax purposes, would not cause the termination of the Company under Code Section 708, and would not violate, nor cause the Company to violate,' any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law.

(d) By executing this Agreement, each Member shall be deemed to have consented to any assignment consented to by the Managers. Anything herein to the contrary notwithstanding, in no event shall an assignment he made to a minor or to an incompetent (except in trust or pursuant to the Uniform Transfers to Minors Act).

(e) Each Member agrees that he will, upon request of the Managers, execute such certificates or other documents and perform such acts as the Managers deem appropriate after an assignment of that Member's Interest to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is doing business. For purposes of this Section 8.8, any transfer of any interest in the Company, whether voluntary or by operation of law, shall be considered an assignment.

(f) Each Member agrees that he will, prior to the time the Managers consent to an assignment of any interest by that Member, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such assignment.

(g) Each of the Members, by executing this Agreement, hereby covenants and agrees that he will not, in any event, sell or distribute any interest unless, in the opinion of counsel to the assignee (which counsel and opinion shall be satisfactory to counsel for the Company), such interest may be legally sold or distributed in compliance with then-applicable federal and state statutes

(h) Anything herein to the contrary notwithstanding, both the Company and the Managers shall be entitled to treat the assignor of an interest as the absolute owner thereof in all aspects, and shall incur no liability for distributions made in good faith to him, until such time as a written assignment that conforms to the requirements of this Article Viii has been received by the Company and accepted by the Managers.

ARTICLE IX

DURATION OF BUSINESS and DISSOLUTION

Section 9.1 Duration. The Company shall continue:

(a) until all interests in the property acquired by it have been sold or disposed of, or have been abandoned, or

(b) until dissolved and terminated as provided for herein below.

Section 9.2 Termination of the Company. The Manager may terminate the interest of a Member

and expel him:

(a) For interfering in the management of the Company affairs or otherwise engaging in conduct which could result in the Company losing its tax status as a partnership

(b) If the conduct of a Member tends to bring the Company into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or

(c) For failing to meet any commitment to the Manager in accordance with any written undertaking.

In each of the foregoing events, the termination shall not result in the forfeiture to the Member of the value of his interest in the Company at the time of termination.

Section 9.3 Dissolution of Company. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) The written consent or affirmative vote to dissolve the Company of all the Manager(s) and at least 90% of the then outstanding Membership interests.

(b) The failure to elect a successor to the Manager within 180 days of the death, resignation or removal of the surviving Manager.

(c) Voluntary dissolution of the Company by agreement of all of the Members.

(d) The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.4 Reformation of Company. In the event of dissolution, the Members owning more than *50%* of the then outstanding Membership interests may determine to re-form the Company and elect a new Manager in place of the Manager and continue the Company's business. In such event, the Company shall be dissolved and all of its assets and liabilities shall be contributed to a new Company which shall be formed and all parties to this Agreement and such new Manager shall become parties to such new Company. For purposes of obtaining the required vote to re-form the Company, Members owning 10% or more of the then outstanding Membership interests may cause to be sent to Members of record, as of a date no more than twenty (20) days prior to the date fixed by such Members for holding a Company meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Company shall be deemed expenses of the Company.

Section 9.5 Distribution upon Termination. In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company, shall sell all the Company assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof,, and after paying all liabilities, and including all costs of dissolution, and subject to the right o:f the Manager to set up cash reserves to meet short-term Company liabilities and other liabilities or obligations of the Company, shall distribute the remainder ratably to the Members pursuant to the relevant provisions of this Agreement.

Section 9.6 Procedure Upon Dissolution. On any dissolution and termination of the Company under this Agreement or applicable law, except as otherwise provided in this Agreement, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and either liquidate the Company's assets and deliver the proceeds of liquidation or preserve and distribute its assets in kind promptly on dissolution. A notice of

dissolution shall he published under applicable Nevada law, or as otherwise appropriate.

Section 9.7 Winding Up Of The Company. Upon the dissolution of the Company, the proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall. be applied and distributed in the following order of priority:

(a) To the payment and discharge of all of the Company's debts and liabilities and the expenses of liquidation;

(b) To the creation of any reserves which the Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member;

(d) To the Members according to their respective Company capital accounts.

Section 9.8 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members in the proportions of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits and losses, subject, however, to any allocation of gain or loss which may otherwise be required under the Internal Revenue Code of 1986, as amended.

Section 9.9 Company Continuity. For so long as the Company shall exist, each Member waives the right to compel a dissolution of the Company or to compel a partition of the property of the Company. No Member will have an ownership interest in the property of the Company. The Company, as an entity for federal income tax purposes and for state law purposes, will not terminate by reason of:

(a) the death, disability, bankruptcy or insolvency of a Member;

(b) the addition of a Manager or Member or the death, disability, removal, resignation or other' act of withdrawal of a Manager or Member, unless at the conclusion of I 80 days from the act of withdrawal, the Company does not, in fact. have at least one Manager or Member;

(c) the withdrawal or expulsion of a Member unless there are no remaining Members; or,

(d) any other act or omission to act, not having the approval or consent of all Members, which is or may be construed to be a termination of the Company as an entity under Nevada law.

To the greatest extent permitted by Nevada law, any act or omission to act shall be resolved favor of a continuation of the Company, without the requirement of liquidation and winding up.

ARTICLE X

REMOVAL, WITHDRAWAL AND ADMISSION OF SUCCESSOR MANAGERS

Section 10.1 Manager(s). The Managers of the Company shall be JEAN-FRANÇOIS RIGOLLET

Section 10.2 Cessation. A person shall cease to be a Manager upon the removal or withdrawal in accordance with Sections 10.2 and 10.3 hereof, dissolution, legal incapacity, bankruptcy, death, adjudication of incompetence or any of the other events set forth in the Act and all of such Manager's rights and powers as a Manager shall be terminated, and such person shall cease to be a Manager. Any of the remaining Managers shall have the right to continue the business of the Company.

Section 10.3 Removal of a Manager. The Original Manager may be removed only upon the written consent or affirmative vote of Members owning greater than *50%* of the then outstanding Membership interests. Upon the written consent or affirmative vote of Members owning greater than 50% of the then outstanding Membership interests, any Successor Manager may be removed if, simultaneously with such removal, a Successor Manager is elected by the Members owning greater than *50%* of the then outstanding Membership interests. Written notice of such determination setting forth the effective date of such removal shall be served upon the Manager, and as of the effective date, shall terminate all of such persons rights and powers as a Manager.

Section 10.4 Withdrawal of a Manager. Upon 30 days notice to the Members, any Manager may withdraw as a Manager at any time, provided that such Manager delivers to the Company an opinion of competent counsel to the effect that such withdrawal will not adversely affect the classification of the Company as a partnership for Federal income tax purposes or classification as a Company for purposes of state law.

Section 10.5 Election of New Managers. In the event any person ceases to be a Manager pursuant to Sections 10.2, or 1 0.3, and as a consequence thereof the Company has no Manager, any Member may nominate one or more persons for election as Managers. No person shall become a Manager unless elected by an affirmative vote of a majority in interest of the Members.

Section 10.6 Amendment to the articles of organization of the Company. in the event a Manager is unwilling or unable to sign a required amendment to the Articles of Organization of the Company as evidence of withdrawal, substitution or addition of a Manager, the amended Articles may be signed by:

(a) the remaining Managers, if more than one Manager is then serving, and any successor elected by the Members or as otherwise designated by the Operating Agreement; or,

(b) if but one Manager was serving, and who ceases to serve for any reason, by the new Manager or Managers, as substitute or successor, and at least *50%* interest of the Members.

Each Manager serving or to serve in the capacity of a Manager does hereby appoint its successor (or if there is more than one Manager serving at the time a Manager shall refuse or be unable to act, the remaining Manager or Managers) as its attorney in fact, to sign the amended certificate on its behalf.

Section 10.7 Termination of executory Contracts With the Terminated Manager or Affiliates. All executory contracts between the Company and a Manager removed pursuant to Sections 10.2 or 1 0.3 hereof, may be terminated by the Company effective upon sixty (60) days prior written notice of such termination to the Manager. The removed Manager thereof may also terminate and cancel any such executory contract effective upon sixty (60) days prior written notice of such termination and cancellation

given to the Company.

ARTICLE XI

POWER OF ATTORNEY

Section 11.1 Manager as Attorney-In-Fact. Each Member hereby makes, constitutes and appoints each Manager and each successor Manager, with full power of substitution and re-substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file and record:

(a) This Agreement and all agreements, certificates, instruments and other documents amending or changing this Agreement as now or hereafter amended which the Manager may deem necessary or appropriate as permitted under the Company Operating Agreement to reflect only the following amendments or changes:

(1) the exercise by any Manager of any power granted to it under this Agreement;

(2) any amendments adopted by the Members in accordance with the terms of this Agreement;

(3) the admission of any substituted Member or Manager; and

(4) the disposition by any Member of its interest in the Company; and

(b) Any certificates, instruments and documents as may he required by, or may he appropriate under, the laws of the State of Nevada or any other state or jurisdiction in which the Company is doing or intends to do business.

Each Member authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing.

Section 11.2 Nature as Special Power. The power of attorney granted pursuant to this article:

(a) Is a special power of attorney coupled with an interest;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its interest in the Company, except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Manager, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments. This Agreement may be amended at any time, and from time to time, upon the written approval of the Manager(s) and greater than *75%* of the Membership interests.

Section 12.2 Nature as Special Power. Any written notice to any of the Members required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by registered or certified mail, postage prepaid and addressed to the party at its last known address. Notices to the Company shall be similarly given, and addressed to it at its principal place of business.

Section 12.3 Governing Law. This Agreement is intended to be performed in the State of Nevada and the laws of that State shall govern its interpretation and effect.

Section 12.4 Successors. This Agreement shall be binding on and inure to the benefit of the respective Member's successors and assigns, except to the extent of any contrary provision in this Agreement.

Section 12.5 Everability. If any term, provision, covenant, condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way he affected, impaired, or invalidated.

Section 12.6 Entire Agreement. This Agreement contains the entire agreement of the Members relating to the rights granted and obligations assumed under this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Member to be charged.

Section 12.7 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Section 1 2.8 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 12.9 Time. Time is of the essence with respect to this Agreement.

Section 12.10 Headings. Section and other headings, contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 12.11 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 12.12 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 12.13 Waiver of Action for Partition. Each of the Members irrevocably waives any right that they may have to maintain any action for partition with respect to any of the Company Property.

Section 12.14 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 12.15 Further Documents. Each Member agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Agreement.

Section 12.16 Attorney's Fees. If an action is instituted to enforce the provisions of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the losing party or parties its or their reasonable attorneys' fees and costs as set by the Court.

Section 12.17 Elections Made by the Company. All elections required or permitted to be made by the Company under the internal Revenue Code shall be made by the Manager(s) in such 'manner as will in their judgment be most advantageous to a majority in interest of the Members.

IN WITNESS WHEREOF, the Managers and Members have executed this OPERATING AGREEMENT of TAHICAN LLC on the day above written.

MANAGER:

_____

JEAN-FRANÇOIS RIGOLLET

MEMBER:

_____

JEAN-FRANÇOIS RIGOLLET

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

On the _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A
to
Operating Agreement
for

TAHICAN LLC

ORIGINAL CONTRIBUTION OF ASSETS
(Per Article II of the Operating Agreement)

MEMBER:	PERCENTAGE INTEREST:	UNITS:
JEAN-FRANÇOIS RIGOLLET	100%	1000

EXHIBIT 9

AGREEMENT BETWEEN
JEAN-FRANCOIS RIGOLLET & BORIS JAKUBCZACK

Because of cost of procedure between Jean-francois RIGOLLET and the Franchisor LE MACARON FRENCH PASTRIES, Boris JAKUBCZACK will be the owner and manager of TAHICAN LLC in 2016.

The following real estates will be transfer to TAHICAN LLC to guarantee this agreement :

140-23-217-188	6800 E Lake Mead Blvd LAS VEGAS
179-17-611-062	601 Cabrillo HENDERSON
140-30-519-021	4200 ODOUL LAS VEGAS
140-30-515-023	1540 JAMIELIN LAS VEGAS
140-22-316-061	6201 E Lake Mead Blvd LAS VEGAS

If the procedure doens't have a positive end after the mediation and because of cost of Attorneys, the following property will be transfer to TAHICAN LLC :

178-20-311-033	2003 SMOKETREE Village Cr HENDERSON

Boris JAKUBCZACK will assist Jean-francois RIGOLLET at mediation between Him, LE MACARON LLC and the Franchisor LE MACARON FRENCH PASTRIES.

Due to this agreement, all costs will be covered by TAHICAN LLC .

IN WITNESS WHEREOF, this agreement has been executed and delivered in the manner prescribed by law as of date first written above.

Signed this 29 day of DEC, 2015 at LAS VEGAS

By :_____
Jean-françois RIGOLLET

By :_____
Boris JAKUBCZACK

RP123